

AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/ COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY OF THE CITY OF NATIONAL CITY

COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, APRIL 19, 2016 – 6:00 PM

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **www.nationalcityca.gov**.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

RON MORRISON Mayor

JERRY CANO Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS Councilmember

ALEJANDRA SOTELO-SOLIS Councilmember

1243 National City Blvd. National City 619-336-4240

Meeting agendas and minutes available on web

WWW.NATIONALCITYCA.GOV

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

- 1. Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)
- Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of ______. (City Clerk)
- Resolution of the City Council of the City of National City authorizing the Police Department to purchase (18) Motorola Handheld Police Radios for an amount not to exceed \$99,868.43, (8) Panasonic Toughbook Computers for an amount not to exceed \$38,978.33, and (38) Active Shooter Plates with Carriers for an amount not to exceed \$41,165.68 using funds previously approved via Council Resolution 2016-23 and remaining funds from prior SLESF approved funds. (Police)
- 4. Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Pun & McGeady, LLP extending the agreement for a one-year term ending June 30, 2017 and to change the consultants legal business name to The Pun Group, LLP. (Finance)

- 5. Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 3108 E. Division Street (TSC 2016-01).(Engineering/Public Works)
- 6. Resolution of the City Council of the City of National City authorizing the conversion and installation of 140 feet of additional 3-minute passenger loading for student drop-off/pick-up adjacent to Granger Jr High School at 2101 Granger Avenue. (TSC No. 2016-02). (Engineering/Public Works)
- 7. <u>Temporary Use Permit Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 with no waivers of fees.</u> (Neighborhood Services)
- 8. Temporary Use Permit 58th Maytime Band Review & Festival sponsored by the Maytime Band Association on October 15, 2016 from 10 a.m. to 4 p.m. with no waiver of fees. (Neighborhood Services)
- 9. Warrant Register #37 for the period of 03/09/16 through 03/15/16 in the amount of \$2,592,771.47. (Finance)
- 10. Warrant Register #38 for the period of 03/16/16 through 03/22/16 in the amount of \$355,000.39. (Finance)

PUBLIC HEARINGS

- 11. Public Hearing to consider the adoption of the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15). (Engineering/Public Works)
- 12. Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017, proposing to increase the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016. (Engineering/Public Works)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

- 13. Resolution of the City Council of the City of National City adopting the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects:

 Plaza Blvd. Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15). (Engineering/Public Works)
- 14. A Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code section 66017, approving an increase in the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016. (Engineering/Public Works)
- 15. Resolution of the City Council of the City of National City authorizing the Mayor to execute a three-year, on-call Agreement with A Reason to Survive, Inc. (ARTS) in the not-to-exceed amount of \$500,000 to provide capital public art projects, community outreach and education in support of National City's Capital Improvement Program. (Engineering/Public Works)

NEW BUSINESS

- 16. Seeking direction and approval from City Council to establish an annual Volunteer Recognition Event beginning in the summer of 2016. (Community Services)
- 17. <u>Discussion and direction on the affirmative termination by amortization of non-conforming uses in the Westside Specific Plan area. (City Manager)</u>

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

18. Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$75,800 to be and remain a lien prior and superior to a home purchase assistance loan on a single-unit property located at 3117 East 16th Street in National City. (Housing, Grants, & Asset Management)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday -May 3, 2016 - 6:00 p.m. - Council Chambers - National City, California.

BUDGET SCHEDULE - FISCAL YEAR 2017

April 26, 2016 - 6:00 pm - Budget Workshop June 7, 2016 - 6:00 pm - Budget Hearing

CITY COUNCIL SUMMER LEGISLATIVE RECESS

July 5, 2016 - City Council Meeting - Suspended July 19, 2016 - City Council Meeting - Suspended

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Police Department to purchase (18) Motorola Handheld Police Radios for an amount not to exceed \$99,868.43, (8) Panasonic Toughbook Computers for an amount not to exceed \$38,978.3



Quote Number:

QU0000355225 11 MAR 2016

Effective: Effective To:

Sales Contact:

Andy Grimm

858-864-3660

agrimm@daywireless.com

Name:

Email:

Phone:

30 JUN 2016

Bill-To:

NATIONAL CITY, CITY OF 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950 United States

Attention:

Chris Cameon Name:

Email:

ccameon@nationalcityca.gov

(619) 336-4524 Phone:

Contract Number:

SAN DIEGO (CA) 552544

Freight terms:

FOB Destination

Payment terms:

Net 30 Due

tem	Quantity	Nomenclature	Description	Your price	Extended Price
	18	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$1,985.05	\$35,730.90
a	18	H04AT	ADD: TACTICAL REKEY WITH MULTIKEY	S253.75	\$4,567.50
ь	18	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$579.28	\$10,427.04
c	18	Н885ВК	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$1,512.00
d	18	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)	\$72.50	\$1,305.00
e	18	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$373.38	\$6,720.84
f	18	H38BT	ADD: SMARTZONE OPERATION	\$870.00	\$15,660.00
g	18	Q361AR	ADD: P25 9600 BAUD TRUNKING	S217.50	\$3,915.00
h	18	QA00580AC	ADD: TDMA OPERATION	\$326.25	\$5,872.50
:	18	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU S RSM *	\$94.16	\$1,694.88
i	18	NNTN7038B	BATT IMPRES LIION IP67 3100T	\$113.60	\$2,044.80
	18	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$100.00	\$1,800.00
i	3	NNTN7686A	IMPRESMUC ADAPTER (PK OF 6 INSERTS)	\$165.60	\$496.80

Estimated Tax Amount

\$8,121.17

Total Quote in USD

\$99,868.43

Discounted pricing from RCS Contract #552544. Extended Warranty is not taxed. PO's must be made out to Motorola Solutions, Inc (not Day Wireless). Shipping is included at no charge. Taxable amount is \$90,235.26.

PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date
>Identify "Motorola Solutions Inc." as the Vendor
>Have Payment Terms or Contract Number

>Be issued in the Legal Entity's Name

>Include a Bill-To Address with a Contact Name and Phone Number

- >Include a Ship-To Address with a Contact Name and Phone Number >Include an Ultimate Address (only if different than the Ship-To) >Be Greater than or Equal to the Value of the Order >Be in a Non-Editable Format >Identify Tax Exemption Status (where applicable) >Include a Signature (as Required)



ORDERING INFORMATION

GovConnection, Inc. **NCPA**

Contract # NCPA 01-44

Contract Expiration: 31 October 2018

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.

732 Milford Road

Merrimack, NH 03054

Remittance Address

GovConnection, Inc. PO Box 536477

Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:

NET 30 (subject to approved credit)

DESTINATION (within Continental US)

FOB Point: Maximum Order Limitation:

NONE

Delivery Time:

1-30 DAYS ARO

FEIN:

52-1837891

DUNS Number:

80-967-8782 80-058888K

CEC:

OGTJ3

Cage Code:

LARGE

Business Size:

WARRANTY: Manufacturer's Standard Commercial Warranty

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, inc. ore subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44 Any Order accepted by GovConnection for the Items included in this Quotation is expressly limited to those Terms and Canditions; any ather terms ond conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written cansent of GovConnection, Inc. Please refer to our Quate Number in your order.

> If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Involce link on the left side of the page to print one:

https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm Please forward your Contract or Purchase Order to:

SLEDOPS@GovConnection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



we solve IT

SALES QUOTE

GovConnection, Inc. 732 Milford Road Merrimack, NH 03054

Account Executive: David Spence

Phone: (800) 800-0019 ext. 75046

Fax: 603-683-1133

Email: dspence@govconnection.com

24067120.03-W1

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date:

3/28/2016

Valid Through:

4/27/2016

Account #:

San Diego

Account Manager:

Phone: Fax: Email:

Customer Contact: Chris Cameon

Email: ccameon@nationalcityca.gov

Phone: (619) 336-4524

Fax: (619) 336-4525

QUOTE PROVIDED TO:

AB#: 12533889

CITY OF NATIONAL CITY

1243 NATIONAL CITY BOULEVARD

NATIONAL CITY, CA 91950

SHIP TO:

AB#: 12533895

CITY OF NATIONAL CITY PURCHASING WAREHOUSE

2100 HOOVER AVE

NATIONAL CITY, CA 91950

(619) 336-4570

(619) 336-4582

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	109.00 lbs	NET 30	NCPA 01-44

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line#	Qty	Item#	Mfg. Part#	Description	Mfg.	Price	1000	Ext
1	8	Fee: 8		State Environmental Fee		\$ 3.00	S	24.0
1	8	18496340	CF-3114632CM	Win7 (Win8.1 Pro COA), Intel Core i5- 5300U 2.30GHz, vPro, 13.1" XGA Touch, 4GB, 500GB(7200rpm), Intel WiFi a/b/g/r/ac, TPM, Bluetooth, Single Pass (Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, No DVD Drive, Toughbook Pre Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 4,087.25	s	32,698.00
2	8	14516462	CF-VDM312U	DVD Multi Drive for ToughBook CF-31 Multimedia Bay Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 282.97	\$	2,263.76
3	8	16639600	CF-WMBA1304G	4GB Memory Upgrade for CF-31 MK4, CF- 19 MK7, CF-C2 MK2, C2-H2 MK3 Panasonic Personal Computer Corp.		\$ 97.02	\$	776.16
4	0	31428691	KCP313SS8/4	4GB PC3-10600 204-pin DDR3 SDRAM SODIMM for Select Models Kingston Technology Corp.	Kingston Technology Corp.	\$ 16.72	\$	4.0
						Subtotal	\$	35,761.92
						Fee	\$	0.00
						Shipping and Handling	\$	0.00
						Tax	\$	3,216.41
						Total	\$	38,978.33

*Lease for as low as:

\$1,091.10/Mo.



DATE:

03/17/16

EXPIRES:

04/17/16

TERMS:

NET 30

QUOTED BY:

JEREMY STALEY

QUOTE



NO FREIGHT CHARGE









SIMUNITION

BLACKHAWK!

10	CF
 3007	DEDOR

1	7
4	
Proncini	Pacients

TO: CHRIS CAMEON	SHIP TO:
AGENCY: NATIONAL CITY POLICE DEPT	ATTN:
PHONE: 619-336-4524	
FAX:	PO / REF#:
EMAIL: CCAMEON@NATIONALCITYCA.GOV	AUTH BY:
TO PROCEED WITH ORDER AS QUOT	TED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
38	EA	PB-PLATECARRIER	POINT BLANK LOW PROFILE PLATE CARRIER W/ MOLLE, BLACK	\$74.00	\$2,812.00
			INCLUDES ID PLACARDS: "POLICE" IN WHITE LETTERS		
76	EA	PAE-30260-01	PARACLETE LEVEL III LOW WEIGHT 10x12 SA POLYETHYLENE	\$444.93	\$33,814.68
			RIFLE PLATE, SHOOTERS CUT, MULTI CURVE, WEIGHT 2.3lbs		
38	EA	PAE-PCHA24AC0D	PARACLETE x3 M4/M16 MAGAZINE POUCH, OPEN TOP	\$30.00	\$1,140.00
			W/ BUNGEE RETENTION		
	-				
				SUBTOTAL:	\$37,766.6

NOTES: FOR DEPARTMENT PURCHASE ONLY

TAX% 0.09000

FREIGHT:

\$3,399.00 \$0.00 \$41,165.68

ALL ORDERS MUST BE SUBMITTED IN WRITING



Quote Number:

QU0000355225 11 MAR 2016

Effective: Effective To:

Sales Contact:

Andy Grimm

858-864-3660

agrimm@daywireless.com

Name:

Email:

Phone:

30 JUN 2016

Bill-To:

NATIONAL CITY, CITY OF 1243 NATIONAL CITY BLVD NATIONAL CITY, CA 91950 United States

Attention:

Chris Cameon Name:

Email:

ccameon@nationalcityca.gov

(619) 336-4524 Phone:

Contract Number:

SAN DIEGO (CA) 552544

Freight terms:

FOB Destination

Payment terms:

Net 30 Due

tem	Quantity	Nomenclature	Description	Your price	Extended Price
	18	H98UCF9PW6AN	APX6000 700/800 MODEL 2.5 PORTABLE	\$1,985.05	\$35,730.90
a	18	H04AT	ADD: TACTICAL REKEY WITH MULTIKEY	S253.75	\$4,567.50
ь	18	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION	\$579.28	\$10,427.04
c	18	Н885ВК	ADD: 3 YEAR SERVICE FROM THE START LITE	\$84.00	\$1,512.00
d	18	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)	\$72.50	\$1,305.00
e	18	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$373.38	\$6,720.84
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:	18	PMMN4062A	ASSY,ACCESSORY,MICROPHONE,PLU S RSM *	\$94.16	\$1,694.88
i	18	NNTN7038B	BATT IMPRES LIION IP67 3100T	\$113.60	\$2,044.80
	18	WPLN7080A	CHR IMP SUC EXT US/NA/CA/LA	\$100.00	\$1,800.00
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Total Quote in USD

\$99,868.43

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PO Issued to Motorola Solutions Inc. must:

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

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- >Include a Ship-To Address with a Contact Name and Phone Number >Include an Ultimate Address (only if different than the Ship-To) >Be Greater than or Equal to the Value of the Order >Be in a Non-Editable Format >Identify Tax Exemption Status (where applicable) >Include a Signature (as Required)



ORDERING INFORMATION

GovConnection, Inc. **NCPA**

Contract # NCPA 01-44

Contract Expiration: 31 October 2018

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.

732 Milford Road

Merrimack, NH 03054

Remittance Address

GovConnection, Inc. PO Box 536477

Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:

NET 30 (subject to approved credit)

DESTINATION (within Continental US)

FOB Point: Maximum Order Limitation:

NONE

Delivery Time:

1-30 DAYS ARO

FEIN:

52-1837891

DUNS Number:

80-967-8782 80-058888K

CEC:

OGTJ3

Cage Code:

LARGE

Business Size:

WARRANTY: Manufacturer's Standard Commercial Warranty

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, inc. ore subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44 Any Order accepted by GovConnection for the Items included in this Quotation is expressly limited to those Terms and Canditions; any ather terms ond conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written cansent of GovConnection, Inc. Please refer to our Quate Number in your order.

> If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Involce link on the left side of the page to print one:

https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm Please forward your Contract or Purchase Order to:

SLEDOPS@GovConnection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



we solve IT

SALES QUOTE

GovConnection, Inc. 732 Milford Road Merrimack, NH 03054

Account Executive: David Spence

Phone: (800) 800-0019 ext. 75046

Fax: 603-683-1133

Email: dspence@govconnection.com

24067120.03-W1

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date:

3/28/2016

Valid Through: Account #: 4/27/2016 San Diego

Account Manager:

Phone: Fax: Email:

Customer Contact: Chris Cameon

Email: ccameon@nationalcityca.gov

Phone: (619) 336-4524

Fax: (619) 336-4525

QUOTE PROVIDED TO:

AB#: 12533889

CITY OF NATIONAL CITY

1243 NATIONAL CITY BOULEVARD

NATIONAL CITY, CA 91950

SHIP TO:

AB#: 12533895

CITY OF NATIONAL CITY PURCHASING WAREHOUSE

2100 HOOVER AVE

NATIONAL CITY, CA 91950

(619) 336-4570

(619) 336-4582

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	109.00 lbs	NET 30	NCPA 01-44

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NCPA Contract # NCPA 01-44. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line#	Qty	Item#	Mfg. Part#	Description	Mfg.	Price	1000	Ext
1	8	Fee: 8		State Environmental Fee		\$ 3.00	S	24.0
1	8	18496340	CF-3114632CM	Win7 (Win8.1 Pro COA), Intel Core i5- 5300U 2.30GHz, vPro, 13.1" XGA Touch, 4GB, 500GB(7200rpm), Intel WiFi a/b/g/r/ac, TPM, Bluetooth, Single Pass (Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, No DVD Drive, Toughbook Pre Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 4,087.25	s	32,698.00
2	8	14516462	CF-VDM312U	DVD Multi Drive for ToughBook CF-31 Multimedia Bay Panasonic Personal Computer Corp.	Panasonic Personal Computer Corp.	\$ 282.97	\$	2,263.76
3	8	16639600	CF-WMBA1304G	4GB Memory Upgrade for CF-31 MK4, CF- 19 MK7, CF-C2 MK2, C2-H2 MK3 Panasonic Personal Computer Corp.		\$ 97.02	\$	776.16
4	0	31428691	KCP313SS8/4	4GB PC3-10600 204-pin DDR3 SDRAM SODIMM for Select Models Kingston Technology Corp.	Kingston Technology Corp.	\$ 16.72	\$	4.0
						Subtotal	\$	35,761.92
						Fee	\$	0.00
						Shipping and Handling	\$	0.00
						Tax	\$	3,216.41
						Total	\$	38,978.33

*Lease for as low as: \$1,091.10/Mo.



DATE:

03/17/16

EXPIRES:

04/17/16

TERMS:

NET 30

QUOTED BY:

JEREMY STALEY

QUOTE



NO FREIGHT CHARGE









SIMUNITION

BLACKHAWK!

	1	7	C	7
22111	В	ODV	ABD	10

1	
Proncini	Parity to

\$0.00

\$41,165.68

FREIGHT:

TOTAL

TO: CHRIS CAMEON	SHIP TO:
AGENCY: NATIONAL CITY POLICE DEPT	ATTN:
PHONE: 619-336-4524	
FAX:	PO / REF#:
EMAIL: CCAMEON@NATIONALCITYCA.GOV	AUTH BY:
TO PROCEED WITH ORDER AS QUOT	ED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
38	EA	PB-PLATECARRIER	POINT BLANK LOW PROFILE PLATE CARRIER W/ MOLLE, BLACK	\$74.00	\$2,812.00
			INCLUDES ID PLACARDS: "POLICE" IN WHITE LETTERS		
76	EA	PAE-30260-01	PARACLETE LEVEL III LOW WEIGHT 10x12 SA POLYETHYLENE	\$444.93	\$33,814.6
			RIFLE PLATE, SHOOTERS CUT, MULTI CURVE, WEIGHT 2.3lbs		
38	EA	PAE-PCHA24AC0D	PARACLETE x3 M4/M16 MAGAZINE POUCH, OPEN TOP	\$30.00	\$1,140.0
			W/ BUNGEE RETENTION		
TES:	FOR DE	PARTMENT PURCHASE	ONLY	SUBTOTAL:	\$37,766.
				TAX% 0.09000	\$3,399.

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com

RESOLUTION NO. 2016 - 23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY RATIFYING AND AUTHORIZING THE ACCEPTANCE OF A \$14,618.25 FISCAL YEAR 2015 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT AND \$100,000.00 FISCAL YEAR 2016 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) PROGRAM GRANT TO PURCHASE POLICE RADIOS, PANASONIC TOUGHBOOK COMPUTERS, ACTIVE SHOOTER PLATES AND PLATE CARRIERS, TASERS, AND OTHER ESSENTIAL POLICE EQUIPMENT AS NEEDED, AND AUTHORIZE THE ESTABLISHMENT OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET IN THE AMOUNT OF THE GRANT WITHIN THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF)

WHEREAS, the County of San Diego ("County") notified the City of National City that it has awarded grant funding through the Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program (the "Program") for frontline municipal police services in the amount of \$14,628.25 from the Fiscal Year 2015 Program and \$100,000 from the Fiscal Year 2016 Program, for a total amount of \$114,618.25; and

WHEREAS, the City is not required to allocate any up-front costs or matching funds in order to receive the funds; and

WHEREAS, the County disbursed the quarterly funds to each city within 30 days of receipt from the State, and as of January, 2016, the City has received \$114,618.25 from the County; and

WHEREAS, the National City Police Department proposes to utilize the \$114,618.25 in grant funds for the purchase of police radios, Panasonic Toughbook computers, active shooter plates and plate carriers, Tasers, and other essential police equipment as needed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby ratifies the acceptance of Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program grant funds for frontline municipal police services in the amount of \$14,628.25 from the Fiscal Year 2015 Program and \$100,000 from the Fiscal Year 2016 Program, for a total amount of \$114,618.25.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of appropriations and a corresponding revenue budget for said grant funds.

PASSED and ADOPTED this 1st day of March, 2016

Bon Morrison, Mayor

ATTEST:

Mickael R. Dalla Cify Clerk

APPROVED AS TO FORM:

Claudia Gactua Silva

City Attorney

Ayes:	Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.
Nays:	None.
Absent:	None.
Abstain:	None.
	AUTHENTICATED BY: RON MORRISON Mayor of the City of National City, California
	City Clerk of the City of National City, California
	Q-CALIFORNIA
	By:
KESOLUTIO!	ERTIFY that the above and foregoing is a full, true and correct copy of N NO. 2016-23 of the City of National City, California, passed and adopted il of said City on March 1, 2016.
	City Clerk of the City of National City, California
	Ву:
	Deputy

Passed and adopted by the Council of the City of National City, California, on March 1, 2016 by the following vote, to-wit:

208 - SUPPLEMENTAL LAW ENFORCEMENT STANDARDIZED FORMS "(SLESF)". **409 - POLICE DEPARTMENT**

COVR 16-25 POST to Date: 07/01/2015

	Prior Year's Balance	FY 2015 Year-to-date Expenditures	FY 2015 Year-to-date Encumbrances	06/30/15 Balance	Adjustments	Crocers 81	ryover nount FY16	TOTAL FY16
CAPITAL IMPROVEMENT PROGRAM								
Capital Outlay 208-411-304-248-0000 NC Historical Society - Telephone	220,00	0.00	0.00	220.00	-220,00 1	0.00	0.00	_
208-411-304-306-0000 NC Historical Society - Computer Supplies	731.58	0.00		731.58	-731.58 ¹	0.00	0.00	•
20B-411-304-316-0000 NC Historical Society - Ammunition	57.880.23	0.00		57.860.23	-57.860.23 ¹	0.00	0.00	
208-411-304-355-0000 NC Historical Society - Minor Equipment Less than \$5/	4,458,44	0.00		4.458.44	-4.458.44 ¹	0.00	0.00	-
208-411-304-357-0000 NC Historical Society - Furniture and Fixtures	880.07	0.00	0.00	680.07	-680.07 ¹	0.00	0.00	•
208-411-405-355-0000 COPS 2005 - Minor Equipment Less than \$5,000	1,553.14	0.00	0.00	1,553.14	-1,553.14 ¹	0.00	0.00	•
208-411-405-502-0000 COPS 2005 - Computer Equipment	2,181.21	0.00	0.00	2,181.21	-2,181.21 ¹	0.00	0.00	•
208-411-506-399-0000 COPS 2006 - Materials & Supplies	2.99	00. 0	0.00	2.99	-2,99 ¹	0.00	0.00	
208-411-508-511-0000 COPS 2006 - Automotive Equipment	173.86	0.00	0.00	173.88	-173.86 ¹	0.00	0.00	•
208-411-708-355-0000 COPS 2008 - Minor Equipment Less than \$5,000	36.15	0.00	0.00	36.15	-36.15 ¹	0,00	0.00	
208-411-708-515-0000 COPS 2008 - Communications Equipment	159.31	0.00	0.00	159.31	-159,31 ¹	0.00	. 0.00	-
208-411-708-599-0000 COPS 2008 - Fixed Assets	7,759.00	0.00	0.00	7,759.00	-7,759.00 ¹	0.00	0 00	
208-411-709-355-0000 COPS 2009 - Minor Equipment Less than \$5,000	49.99	0.00	0.00	49.99	-49.99 ¹	0.00	0.00	
208-411-911-355-0000 COPS 2009 - Minor Equipment Less than \$5,000	0.07	0.00	0.00	0.07	-0.07 1	0.00	0.00	•
208-411-911-502-0000 COPS 2009 - Computer Equipment	3,981.70	0.00	0.00	3,981.70	-3,981.70 ¹	0.00 🐣 🚮	0.00	
208-411-911-515-0000 COPS 2010 - Communications Equipment	25,643.05	0.00	0.00	25,643.05	-25,643.05 1	D.00	0.00	•
208-411-913-355-0000 COPS 2011 - Minor Equipment Less than \$5,000	9,426.00	0.00	0.00	9,426.00	-9,426.00 ¹	0.00	0 00	-
208-411-913-511-0000 COPS 2011 - Automotive Equipment	78,442.06	0.00	0.00	78,442.06	-78,442.06 ¹	0.00	0.00	
208-411-913-599-0000 COPS 2011 - Fixed Assets	600.00	0.00	0.00	600,00	-600.00 ¹			•
208-411-916-518-0000 COPS 2014 - Public Safety Equipment	0.00	0.00	0.00	0.00	193,817.64 1	0.00	193,817,64	193,817.64
208-411-918-511-0000 COPS 2014 - Automotive Equipment	82,926.99	0.00	0.00	82, 92 6.99	0.00	62,922.10 7	4 89 🗸	62,926.99
208-411-918-518-0000 COPS 2014 - Public Safety Equipment	37,073.01	20,782.47	0.00	16,290.54	141.21 ¹	18,431.75 %	0.00	16,431.75
Total CAPITAL IMPROVEMENT PROJECTS/ENGINEERING	293,958,85	20,782.47	0.00	273,176.38		79,353.85	193,822.53	273,176.36
·					*			0.00

1 -2 V

1 Inter account transfers to carry over balances which were not carried over the last years, to appropriate such funds for the purchase of public asfely equipment.

Prepared by:

Arnold Ocana

3/9/16

Javier Carcamo

Ed Prendell Mark Roberts
3/9/2016
31.01%

Consoledating prior year

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute the First Amendment to the Agreement by and between the City of National City and Pun & McGeady, LLP extending the agreement for a one-year term ending June 30, 2

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL AND PUN & MCGEADY, LLP

THIS FIRST AMENDMENT TO THE AGREEMENT is enter into this 19th day of April, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and PUN & MCGEADY, LLP, an Independent Auditing Firm (the "CONSULTANT").

RECITALS

WHERAS, on July 2, 2013, the City Council adopted Resolution No. 2013-110, authorizing the CITY to enter into an Agreement with the CONSULTANT (the "Agreement") wherein the CONSULTANT agreed to provide independent auditing services for the period of July 9, 2013 through June 30, 2016, corresponding to auditing services provided for the fiscal year ending June 30, 2013 to June 30, 2015, with an option for the City to extend the agreement under the same terms and conditions for up to two (2) additional years beyond the initial contract expiration date; and

WHEREAS, the CONSULTANT's legal business name has been changed to "The Pun Group, LLP" to reflect the CONSULTANT's expansion and service to a variety of industries; and

WHEREAS, the CITY and the CONSULTANT desire to amend the Agreement to extend the agreement for a one-year term ending June 30, 2017, to provide independent auditing services for Fiscal Year 2016, as set forth in the attached Exhibit "A", in the total amount of \$63,000.

AGREEMENT

NOW, THEREFORE, the CITY and the CONSULTANT agree as follows:

- 1. The Agreement is amended as of April 19, 2016; and
- 2. This amendment changes the CONSULTANT'S legal business name to "The Pun Group, LLP;" and
- 3. This Amendment extends the term of the Agreement for a one-year term ending June 30, 2017, corresponding to auditing services provided for the fiscal year ending June 30, 2016; and
- 4. The CITY and the CONSULTANT agree that each and every term and provision of the Agreement dated July 2, 2013 not specifically amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date and year first above written.

[Signature Page to Follow]

City of National City Pun & McGeady, LLP First Amendment

CITY OF NATIONAL CITY

PUN & MCGEAGY, LLP

By:	By:	
Ron Morrison Mayor	(Name)	
	(Print)	
APPROVED AS TO FORM:	(Title)	
Claudia G. Silva City Attorney	_	

Exhibit A

				OPTIONAL YEARS	
Services	<u>FY 13</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>	<u>FY 17</u>
City Audit, including CAFR	\$30,000	\$30,000	\$30,000	\$31,500	\$33,075
Single Audit	8,000	8,000	8,000	8,400	8,820
GANN Limit	No Charge	No Charge	No Charge	No Charge	No Charge
Annual State Controllers Report	4,500	4,500	4,500	4,725	4,961
Financial and Compliance Audit of the CDC, including Kimball Towers	7,000	7,000	7,000	7,350	7,718
Separate HUD-required A-133 single audit of Morgan Towers	7,000	7,000	7,000	7,350	7,718
Commission A-133 single audit of federal grants allocable to Housing Choice	3,500	3,500	3,500	3,675	3,859
REAC electronic submission to HUD and related attestations	No charge	No charge	No charge	No Charge	No Charge
Total not to exceed	\$60,000	\$60,000	\$60,000	\$63,000	<u>\$66,150</u>

Included in the above costs are the following services, in accordance with the Request for Proposal ("RFP") for Audit Services:

- serve as a resource and provide training to professional accounting staff on preparation of financial statements, best practices in conformance with applicable laws, and governmental accounting standards;
- prepare a management letter to the City Manager containing comments and recommendations regarding the auditor's evaluation of the City's system of internal controls and accounting procedures;
- make an immediate report to the Audit Committee of the City of National City, City Council, City Manager, City Attorney, and Director of Finance of all indications of irregularities or illegal acts of which they become aware, if any.



March 18, 2016

City of National City Mark Roberts Director of Finance 1243 National City Boulevard National City, CA 91950-4301

RE: Name Change

Dear Mark:

We are excited to share some important news about our company's evolution and how the City of National City may benefit.

Effective April 1, 2016, Pun & McGeady LLP will become The Pun Group, LLP to better align with our expansion to include a group of talented partners to serve a variety of industries. As of today, we have 5 Partners (Kenneth H. Pun, Gary M. Caporicci, Jack F. Georger, Paul Kaymark, and Lisa Lumbard) and over 30 other professionals serving the Governmental Sector in dealing with the ongoing challenges includes implementation of New GASB pronouncements, assisting in increasing operating efficiencies, recommending in improvement of internal controls.

Please let me know if you need further information.

Sincerely,

The Pun Group, LLP (Formerly Pun & McGeady LLP)

Kenneth H. Pun Managing Partner The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb handicap parking space with signage in front of the residence at 3108 E. Division Street (TSC 2016-01).(Engineering/Public Works)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	April 19, 2016	AGENDA ITEM NO.
ITEM TITLE:		
Resolution of the	City Council of the City of National City a space with signage in front of the reside	nuthorizing the installation of a blue curb nce at 3108 E. Division Street (TSC 2016-
PREPARED BY: PHONE: 619-336 EXPLANATION: See attached.	Kenneth Fernandez, P.E. 🕪 -4388	DEPARTMENT: Engineering and Public Works APPROVED BY: Manyamida Manyamida
FINANCIAL STAT	<u>EMENT</u> :	APPROVED: Finance
ACCOUNT NO.		APPROVED: MIS
N/A		
ENVIRONMENTAI N/A ORDINANCE: IN		
STAFF RECOMMI	ENDATION:	
Adopt the Resolu Division Street.	ition to install a blue curb handicap parkir	ng space with signage in front of 3108 E.
BOARD / COMMIS	SSION RECOMMENDATION:	
At their meeting on Noblue curb handicap p	March 9, 2016, the Traffic Safety Committee unan parking space with signage in front of the residence	imously approved the staff recommendation to install a se at 3108 E. Division Street, as per TSC 2016-01.
ATTACHMENTS:		
•	on with Location Map ort to the Traffic Safety Committee on Mai	rch 9, 2016 (TSC 2016-01)

3. Resolution

EXPLANATION

Mrs. Feliza Santos, on behalf of her husband, Mr. Camilo Santos, residents of 3108 E. Division Street, have requested a blue curb handicap parking space in front of their home. Mr. Santos has stated that curbside parking is not readily available because there are parking restrictions across the street, which result in more vehicles parking on his side of the street. Mr. Santos possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles.

Staff visited the site and observed that the property has a driveway but no garage. With Mr. Santos' permission and supervision, staff measured the driveway. The driveway is 19 feet long by 20 feet wide. Staff also measured the driveway slope, which varies between 3.5% to 9.1%. Since the slope exceeds 2%, the driveway does not qualify as an accessible parking space.

The curb length in front of the residential lot is approximately 40 feet. Currently, there are no public blue curb handicap parking spaces provided in the vicinity.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

- 1. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans". *This condition is met.*
- 2. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence. *This condition is met.*
- 3. The residence must not have useable off-street parking available or an off-street space available that may be converted into disabled parking. *This condition is met*.

On March 9, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to install a blue curb handicap parking space with signage in front of the residence at 3108 E. Division Street. Both Mr. and Mrs. Santos attended the Traffic Safety Committee Meeting on spoke on behalf of the item. There was no public opposition to said item. Furthermore, it was communicated to Mr. and Mrs. Santos that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates or placards may legally park in onstreet handicap spaces for up to 72 continuous hours.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2016-01)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR MARCH 9, 2016

ITEM NO. 2016-01

ITEM TITLE: REQUEST FOR INSTALLATION OF A BLUE CURB HANDICAP

PARKING SPACE WITH SIGNAGE IN FRONT OF THE RESIDENCE AT 3108 E. DIVISION STREET (BY C. SANTOS)

PREPARED BY: Kenneth Fernandez, P.E.

Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Camilo Santos, resident of 3108 E. Division Street, has requested a blue curb handicap parking space in front of his home. Mr. Santos has stated that curbside parking is not readily available because there are parking restrictions across the street, which result in more vehicles parking on his side of the street. Mr. Santos possesses a valid Disabled Person Placard from the State of California Department of Motor Vehicles.

Staff visited the site and observed that the property has a driveway but no garage. With Mr. Santos' permission and supervision, staff measured the driveway. The driveway is 19 feet long by 20 feet wide. Staff also measured the driveway slope, which varies between 3.5% to 9.1%. Since the slope exceeds 2%, the driveway does not qualify as an accessible parking space.

The curb length in front of the residential lot is approximately 40 feet. Currently, there are no public blue curb handicap parking spaces provided in the vicinity.

The City Council has adopted a policy, which is used to evaluate requests for handicap parking spaces. The City Council Policy requirements for "Special Hardship" cases are as follows:

- 1. Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans". *This condition is met.*
- 2. The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence. This condition is met.
- 3. The residence must not have useable off-street parking available or an off-street space available that maybe converted into disabled parking. This condition is met.

It shall be noted that handicap parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in handicap spaces.

STAFF RECOMMENDATION:

Since all three conditions of the City Council's Disabled Persons Parking Policy are met for this "Special Hardship" case, staff recommends installation of a blue curb handicap parking space with signage in front of the residence at 3108 E. Division Street.

EXHIBITS:

- 1. Correspondence
- 2. Location Map
- 3. Photos
- 4. Disabled Persons Parking Policy

2016-01

REQUEST FOR BLUE CURB DISABLED PERSONS PARKING SPACE

					- N	G,		
NAME	OF DISABLED P	ERSON:	SANTOS	CA	MILD	INJOPEB	16 A	9:05
NAME	OF REPRESENTA	ATIVE FOR	DISABLED PERSON (if	different fr	om shoust			
7	ELIVA				-			
ADDRE	ss: 3108 B	FAST	DIVISION	67,	NATIO	NAC		
EMAIL:	Book and the second				é	A 919	50 /	
PHONE	NUMBER:							
persons spaces persons	s parking space are considered	placed in public par	estions, which will assi- ii in determining if you front of your residenc king. Therefore, any i is legally allowed to pa	l are qualifi e. Please b registered v	ied to have a e informed the	blue curb d	isabled curb park	sing
1)	indicol Actuales	please inc	lisabled person's place lude a copy of the place piration date.			Vec		
2)	Does your resid	dence hav	e a garage?			YES	NO	
	if YES, i	is the gara um of 20'	age large enough to pa x 12')	rk a vehicle		YES	No	
3)	Does your resid	# dence hav	e a driveway?			YES	NO	
	If YES,	a) is the (minimus	driveway large enougl m of 20' x 12')	n to park a v	vehicle?	YES	NO	
			driveway level? *	¥1		YES ((NO	
			driveway sloped/inclir			YES	NO	
4)	MARKIN	VG IN	nal comments here (o) THE DICIVE CKING UP	otional). WAY 7	TÉ HA,	RD 70	BACI	e up
	Based on field in the second s	eld meas	surements performed and has a sl	ned by E	ngineering varies b	Staff,	the	



CUSTOMER RECEIPT COPY

EXPIRES: 06/30/2017

*** DISABLED PERSON PLACARD ***

DATE ISSUED: 02/16/16

PLACARD NUMBER: 761155G PIC: 1 TV: 91

MO/YR: XN

SANTOS CAMILO P

3108 EAST DIVISION ST

DT FEES RECVD: 02/16/16

NATIONAL CITY

CA

91950

CO: 37

RECVD - CASH :

: NONE

- CHCK :

- CRDT :

E10 613 A7 0000000 0001 CS E10 021616 N1 761155G

DUE

DEPARTMENT OF MOTOR VEHICLES PLACARD IDENTIFICATION CARD

THIS, IDENTIFICATION CARD OR FACSIMILE COPY IS TO BE CARRIED BY THE PLACAF OWN IT TO ANY PEACE OFFICER UPON DEMAND. IMMEDIATELY NOTIFY DM BY MAIL OF ANY CHANGE OF ADDRESS. WHEN PARKING, HANG THE PLACARI FROM THE REAR VIEW MIRROR. REMOVE IT WHEN DRIVING.

PLACARD#:

761155G

PLACARD HOLDER: SANTOS CAMILO P

EXPIRES:

06/30/2017

DOB: ISSUED:

06/28/1935

3108 EAST DIVISION ST

TYPE:

02/16/16

N1

NATIONAL CITY

91950

PURCHASE OF FUEL (BUSINESS & PROFESSIONS CODE 13660):

STATE LAW REQUIRES SERVICE STATIONS TO REFUEL A DISABLED PERSON'S VEHICLE AT SELF-SERVICE RATES, EXCEPT SELE SERVICE FACILITIES WITH ONLY ONE CASHI

WHEN YOUR PLACARD IS PROPERLY DISPLAYED, YOU MAY PARK IN/ON:
*DISABLED PERSON PARKING SPACE (BLUE ZO S) STREET METERED ZONES WITHOUT PAYING *GREEN ZONES WITHOUT BESTREET OF THE LIMITS *STREET WHERE PREFERENTIAL PARKING PRIVILEGE

ORRESIDENTS AND MERCHANTS.

YOU MAY NOT PARK IN/ON: *RED *SPACES MARKED BY CROSSHATCH I

ZONES *WHITE OR YELLOW ZONES DI ABLED PERSON PARKING SPACES

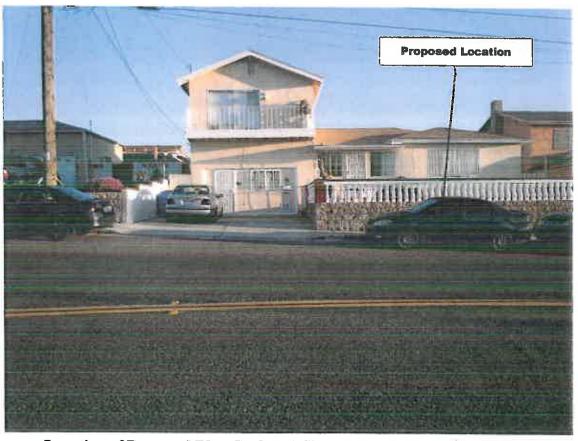
IT IS CONSIDERED MISUSE: *TO DISPLAY PROCED UNLESS THE DISABLED OWNER IS BEING TRANSPORTED *TO DISPLAY PROCED WHICH HAS BEEN CANCELLED OR REVOKED *TO LOAN YOUR PLACARD TO ANYONE, INCLUDING FAMILY MEMBERS. MISUSE IS A MISDEMEANOR (SECTION 4461VC) AND CAN RESULT IN CANCELLATION C REVOCATION OF THE PLACARD. LOSS OF PARKING PRIVILEGES. AND/OR FINES.

Location Map with Recommended Enhancements (TSC ltem: 2016-01)





Location of Proposed Blue Curb and Signage at 3108 E. Division Street (looking southeast)



Location of Proposed Blue Curb and Signage at 3108 E. Division Street (looking south)



Sloped Driveway at 3108 E. Division Street (looking southeast)



Close-up of Smart Level at Driveway of 3108 E. Division Street with slope reading of 9.1% (looking east)

DISABLED PERSONS PARKING POLICY

The purpose of a disabled persons parking zone is to provide designated parking spaces at major points of assembly for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate as authorized by the California Department of Motor Vehicles.

The City Council may upon recommendation of the City Engineer, designate specially marked and posted on-street parking spaces for disabled persons pursuant to California Vehicle Code 21101, et seq. at the following facilities:

- 1. Government buildings serving the public such as administration buildings, public employment offices, public libraries, police stations, etc.
- 2. Hospitals and convalescent homes with more than 75-bed capacity.
- 3. Medical facilities and doctors' offices staffed by a maximum of five practitioners. Zones shall be located to serve a maximum number of facilities on one block.
- 4. Community service facilities such as senior citizens service centers, etc.
- Accredited vocational training and educational facilities where no offstreet parking is provided for disabled persons.
- 6. Employment offices for major enterprises employing more than 200 persons.
- 7. Public recreational facilities including municipal swimming pools, recreation halls, museums, etc.
- 8. Public theaters, auditoriums, meeting halls, arenas, stadiums with more than 300 seating capacity.
- 9. Other places of assembly such as schools and churches.
- 10. Commercial and/or office building(s) with an aggregate of more than 50,000 square feet of usable floor space. Zone shall be located to serve a maximum number of facilities on one block.
- 11. Hotels catering to daily guests, maintaining a ground floor lobby and a switchboard that is operated 24 hours per day.

12. A hotel or apartment house catering to weekly or monthly guests and containing more than 30 separate living units.

In addition, disabled persons parking spaces may be provided within all publicly owned, leased or controlled off-street parking facilities as specified in the General Requirements.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition. When a disabled persons parking zone is installed where a part-time parking prohibition is in effect, the disabled persons parking zone will have the same time restrictions as the part-time parking prohibition.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City's maintenance and operations costs, reduce available on-street parking for the general public, and detract from the overall effectiveness of the disabled persons parking program.

Special Hardship Cases

It is not the intention of the City to provide personal reserved parking on the public right-jof-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided <u>all</u> of the following conditions exists:

- (1) Applicant (or guardian) must be in possession of valid license plates for "disabled persons" or "disabled veterans."
- (2) The proposed disabled parking space must be in front of the applicant's (or guardian's) place of residence.

(3) Subject residence must not have useable off-street parking available or off-street space available that may be converted into disabled parking.

NOTE:It must be emphasized that such parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plates may park in the above stalls.

Jha:p

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the conversion and installation of 140 feet of additional 3-minute passenger loading for student drop-off/pick-up adjacent to Granger Jr High School at 2101 Granger Avenue. (TSC No.

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE.	April 19, 2016			AGENDATIEN	INO.
140 feet of addition	City Council of the City onal 3-minute passenge 101 Granger Avenue. (*	er loading for student			
PREPARED BY: PHONE: 619-336-EXPLANATION: See attached.	Kenneth Fernandez, P.I -4388	E. <i>©</i>	APPROVED BY:	Engineering and Pu	
FINANCIAL STATI	EMENT:		APPROVED:		Finance
ACCOUNT NO.	<u>LIMEITI</u> .		APPROVED:		_ MIS
N/A			7.1.11.01.25.		
ENVIRONMENTAL N/A	<u>REVIEW</u> :				
ORDINANCE: IN	TRODUCTION: F	FINAL ADOPTION:			
STAFF RECOMME	ENDATION:				
	on authorizing the convers 2101 Granger Avenue.	sion and installation of	140 feet of addition	onal 3-minute passi	∍nger
BOARD / COMMIS	SSION RECOMMENDATI	ON:		-	
	March 9, 2016, the Traffic Sa of additional 3-minute passer				to convert

ATTACHMENTS:

- 1. Explanation w/ Location Map
- 2. Staff Report to the Traffic Safety Committee on March 9, 2016 (TSC No. 2016-02)
- 3. Notice to area residents and property owners
- 4. Resolution

EXPLANATION

Mr. Richard Carreon, Principal of Granger Jr. High School, has requested changes to curbside parking on the eastside of Granger Avenue adjacent to the school to provide additional passenger loading for student drop-off/pick-up. Principal Carreon is concerned about safety as parents often double-park to drop-off/pick-up their children, resulting in students walking between vehicles and crossing at undesignated locations due to a shortage of designated passenger loading areas and parking constraints.

Staff from the Engineering Department met with Principal Carreon to observe conditions during peak periods and discuss potential solutions.

Based on the results of this meeting and additional site evaluations, staff recommends changes to curbside parking to extend the existing 180-foot passenger loading zone an additional 140 feet to the south to enhance safety and access. Passenger Loading Zones assist by reducing congestion, minimizing double-parking, and parking in red curb zones by increasing parking turnover.

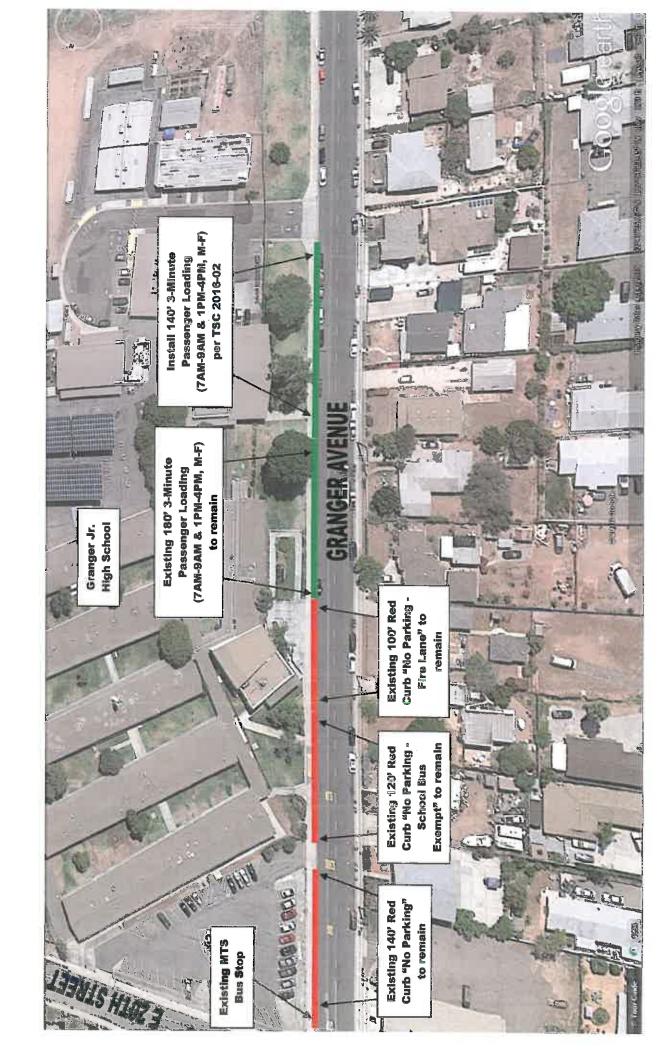
On March 9, 2016, the Traffic Safety Committee unanimously approved the staff recommendation to extend the existing 180-foot passenger loading zone an additional 140 feet to the south to enhance safety and access with associated signage that reads "Passenger Loading Zone – 3 Minute Parking Only - Times Enforced when School is in Session"

Principal Carreon was present at the Traffic Safety Meeting and spoke on behalf of the item. There was no public opposition to the item.

Staff sent letters to area residents, property owners, and Granger Jr. High School inviting them to attend the City Council Meeting on April 19, 2016.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2016-02)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR MARCH 9, 2016



ITEM TITLE:

REQUEST TO INSTALL 140 FEET OF ADDITIONAL 3-MINUTE PASSENGER LOADING FOR STUDENT DROP-OFF/PICK-UP ON GRANGER AVENUE ADJACENT TO GRANGER JR HIGH SCHOOL (BY PRINCIPAL R. CARREON)

PREPARED BY:

Kenneth Fernandez, P.E.

Engineering and Public Works Department, Engineering Division

DISCUSSION:

Mr. Richard Carreon, Principal of Granger Jr. High School, has requested changes to curbside parking on the eastside of Granger Avenue adjacent to the school to provide additional passenger loading for student drop-off/pick-up. Principal Carreon is concerned about safety as parents often double-park to drop-off/pick-up their children, resulting in students walking between vehicles and crossing at undesignated locations due to a shortage of designated passenger loading areas and parking constraints.

Staff from the Engineering Department met with Principal Carreon to observe conditions during peak periods and discuss potential solutions.

Based on the results of this meeting and site evaluations, staff recommends changes to curbside parking to extend the existing 180-foot passenger loading zone an additional 140 feet to the south to enhance safety and access. Passenger Loading Zones can also assist with reducing congestion and minimizing double-parking and parking in red curb zones by increasing parking turnover.

Principal Carreon also requested a raised crosswalk in front of the school. This project is already under design as part of the City's Capital Improvement Program (CIP).

STAFF RECOMMENDATION:

Staff recommends the following change to curbside parking adjacent to Granger Jr High School to provide increased passenger loading for student drop-off/pick-up:

 Install 140 feet of "3-Minute Passenger Loading" on Granger Avenue south of the school entrance, restricted between the hours of 7:00 AM - 9:00 AM and 1:00 PM - 4:00 PM, Monday through Friday to allow for student drop-off/pick-up

EXHIBITS:

- 1. Correspondence
- 2. Location Map
- 3. Photos

Kenneth Fernandez

From:

Richard Carreon < Richard. Carreon@sweetwaterschools.org >

Sent:

Wednesday, January 20, 2016 3:31 PM

To:

Stephen Manganiello; Kenneth Fernandez

Subject:

Traffic safety and enhancement at Granger Junior High.

Hi Steve,

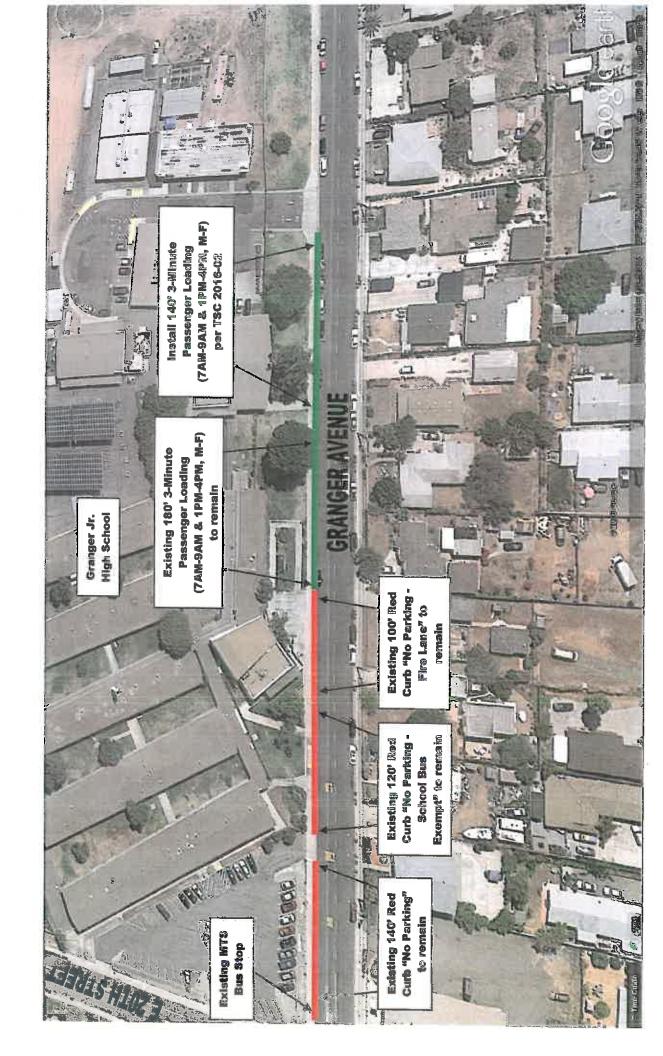
Thank you for coming out and looking at the traffics concerns at out site. Please accept this as a formal request to install the following improvements:

- Raised crosswalk in front of the school
- expanded loading zone

Thank you for your time and consideration.

Rich Carreon

Location Map with Recommended Enhancements (TSC Item: 2016-02)





Granger Avenue adjacent to Granger Jr. High School at southerly limit of work (looking northeast)



Granger Avenue adjacent to Granger Jr. High School at northerly limit of work and southerly end of existing loading zone (looking northeast)



March 24, 2016

Property Owner(s)/Resident(s)/Institution National City, CA 91950

RE: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2016-02

REQUEST TO INSTALL 140 FEET OF ADDITIONAL 3-MINUTE PASSENGER LOADING FOR STUDENT DROP-OFF/PICK-UP ON GRANGER AVENUE ADJACENT TO GRANGER JR HIGH SCHOOL

Dear Sir/Madame:

The City of National City would like to inform you that the subject-referenced item was unanimously recommended for approval by the Traffic Safety Committee on Wednesday, March 9, 2016, (See attached location map).

This item will now be presented to the City Council of the City of National City for approval on **Tuesday, April 19, 2016, at 6:00 P.M.** The public meeting will be held in the 2nd floor Council Chambers of the Civic Center Building located at 1243 National City Boulevard. As a member of the community and general public, you are invited to attend this meeting.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2016-02.

Sincerely,

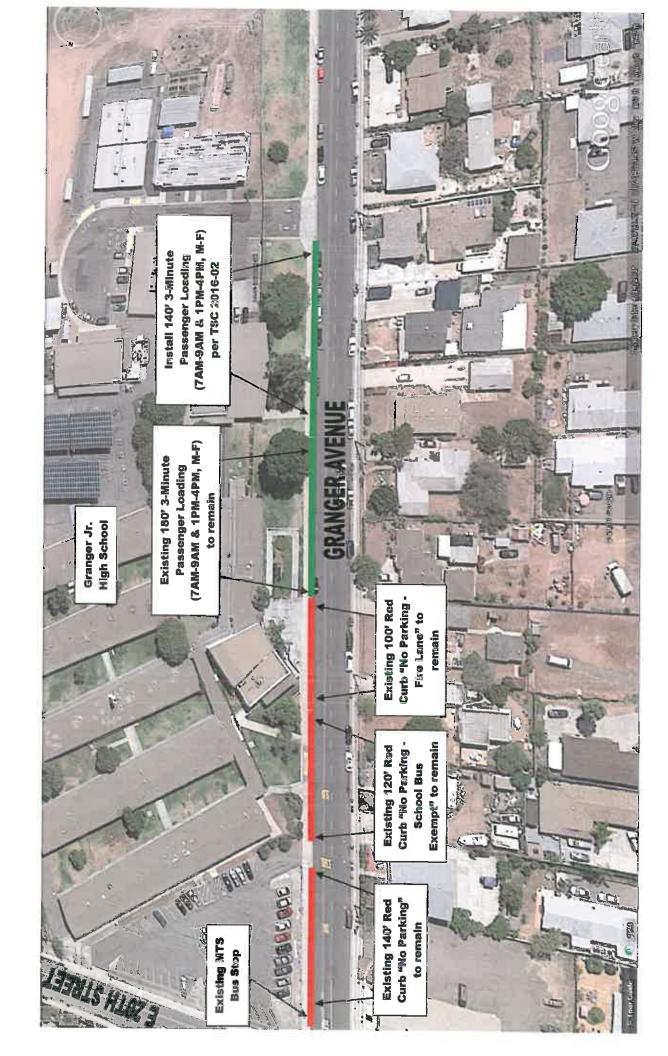
Stephen Manganiello

City Engineer

SM:kf

2016-02

Location Map with Recommended Enhancements (TSC Item: 2016-02)



The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 with no waivers of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. April 19, 2016 ITEM TITLE: Temporary Use Permit—Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 with no waivers of fees. **DEPARTMENT:** Neighborhood Separtment PREPARED BY: Dionisia Treio APPROVED BY: PHONE: (619) 336-4255 **EXPLANATION:** This is a request from Saint Anthony of Padua Church to conduct the Saint Anthony Church Festival at 1816 Harding Avenue from June 11, 2016 to June 12, 2016 The festival's hours are as follows: June 11th from 12 p.m. to 10 p.m., and June 12th from 6 a.m. to 8 p.m. This event will consist of food and game booths, musical entertainment and concession canopies with a total of thirty tents size 10x10 and one tent size 10x60. Portable restrooms will be provided by the applicant. The applicant is requesting to close Harding Avenue between 18th Street and 19th Street on June 11. 2016 at 5:00 a.m. through June 12, 2016 until 8 p.m. MTS bus services will be notified due to impacted bus stop location on Harding Avenue and requested street closure. Note: this event was approved in 2013, 2014, and 2015 with no waiver of fees. APPROVED: **Finance** FINANCIAL STATEMENT: ACCOUNT NO. APPROVED: MIS City fee of \$237.00 for processing the TUP through various City departments plus \$165.61 for Public Works, and \$500.00 for Fire inspection. Total Fees are \$902.61

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.

RECEIVED

MAR 23 2016

Neighborhood Services Department City of National City

Type of Event: Public Concert Parade Demonstration Circus Block Party Other
Event Title: Saint Anthony Church Festival
Event Location: 1816 Harding ave , National City, CA 91950
Event Date(s): From 06/11/16 to 06/12/16 Actual Event Hours: 12:00 PM to 10:00 PM 6/12/16 6Am 70 8 pm
Total Anticipated Attendance: 400 (100 Participants 300 Spectators)
Setup/assembly/construction Date: 06/11/16 Start time: 5:00 AM
Please describe the scope of your setup/assembly work (specific details):
5AM set up canopies, 7AM stage set up, 9AM set up tables and chairs, tables for booths, 10AM Church group
Dismantle Date: 06/12/14 Completion Time: 8 PM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.
Harding Ave between 18th & 19th street, closed at 5AM (6/11/16) Re-opened on 6/12/16 at 8PM
A PRINCIPLA NUMBER OF THE ORIGINAL OR
Sponsoring Organization: St. Anthony of Padua Church
Chief Officer of Organization (Name) Rev. Jose Edmundo Zarate- Suarez
Applicant (Name): St. Anthony of Padua Church
Address: 410 W. 18th Street National City
Daytime Phone: 619-477-4520 Evening Phone: Fax: 619-477-8708 E-Mail: stanthonyofpadua@sbcglobal.net
Fax: 619-477-8708 E-Mail: stanthonyofpadua@sbcglobal.net
Contact Person "on site" day of the event: Vince Taijeron Cellular: 619-300-2976
NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

Is your organization a "Tax Exempt, nonprofit" organization? YES NO
Are admission, entry, vendor or participant fees required? ☐ YES ✔ NO
If YES, please explain the purpose and provide amount(s):
\$n/a Estimated Gross Receipts including ticket, product and sponsorship sales from this event.
\$ <u>n/a</u> Estimated Expenses for this event.
\$ n/aWhat is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?
ROUTE WARRIEDING AWARDEN
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event. Sale of food, entertainment and raffle
YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers? If NO, list any additional dealers involved in the sale:
YES NO Does the event involve the sale or use of alcoholic beverages? YES NO Will items or services be sold at the event? If yes, please describe: Food & Concessions

ADMEDICAL SALES	na company de la company d
YES.✓NO	Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.
	Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.
√ YES □NO	Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 30 Sizes 10×10 NOTE: A separate Fire Department permit is required for tents or canopies.
YES ✓NO	Will the event involve the use of the <u>City</u> or your stage or PA system? SPECIFY:
In addition to the	e route map required above, please attach a diagram showing the overall layout tions for the following items:
Food Cond at the e	and Nonalcoholic Concession and/or Beer Garden areas. cession and/or Food Preparation areas. Please describe how food will be served vent: all persons wearing gloves & heir nets stend to cook food in the event area please specify the method: AS _X_ELECTRIC CHARCOAL OTHER (Specify):
Portable ar Number of show that th Tables # 60 Fencing, ba Generator I Canopies of Booths, ext Scaffolding Vehicles ar Other relate	and/or Permanent Toilet Facilities portable toilets: 3 (1 for every 250 people is required, unless the applicant can here are facilities in the immediate area available to the public during the event) and Chairs #400 arriers and/or barricades locations and/or source of electricity or tent locations (include tent/canopy dimensions) hibits, displays or enclosures , bleachers, platforms, stages, grandstands or related structures hid/or trailers and dumpsters
event a	ou must properly dispose of waste and garbage throughout the term of your on the immediately upon conclusion of the event the area must be returned to a clean on.) Number of trash cans: 25 Trash containers with lids: 0
Describe your p	lun for clean-up and removal of weste and garbage during and after the event: parish, 60 yrd. bin rental from waste company

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lease describe your procedures for both Crowd Control a	ind Internal Security:
Broups and volunteers from church will help with crowd c	ontrol
YES NO Have you hired any Professional Security rrangements for this event? If YES, please list:	organization to handle security
Security Organization:	
Security Organization Address:	
Security Director (Name):	Phone:
YES NO Is this a night event? If YES, please state will be illuminated to ensure safety of the p	how the event and surrounding area
Please indicate what arrangement you have made for pro- First Aid Kit at announcer booth and with cell phone	viding First Aid Staffing and Equipment.
Please describe your Accessibility Plan for access at your Notified a week prior to event	event by individuals with disabilities:
Tourist a week prior to event	
Please provide a detailed description of your PARKING p	lan:
Parking next to hall, and 19th & Wilson avenue, and surrou	nding streets
Please describe your plan for DISABLED PARKING: Mark handicap parking with signs	
Please describe your plans to notify all residents, busines event:	sses and churches impacted by the
Notified a week prior to event	
NOTE: Neighborhood residents must be notified 72 the scheduled in the City parks.	nours in advance when events are

ENTERTAINMENT ATTRACTIONS AND RELATED EVENT ACTIVITIES

YES_NO	Are there any musical entertainment features related to your event? If YES,
	please state the number of stages, number of bands and type of music. Number
	of Stages: 1 Number of Bands: 3
	Type of Music: Mariachi, Folklorico & Praise
YES NO	Will sound amplification be used? If YES, please indicate:
Start time:	11AM-10 PM Finish Time 6AM to 5 PM Sunday 6/10/16
	Will sound checks be conducted prior to the event? If YES, please indicate:
Start	time: 9:00 AM Finish Time 10 PM
	Please describe the sound equipment that will be used for your event:
	PA System, DJ Equipment and band equipment
YES √ NO	Fireworks, rockets, or other pyrotechnics? If YES, please describe:
YES N	© Any signs, banners, decorations, special lighting? If YES, please describe: Banner on Church property announcing event
	Decorations around booth & stage

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization St. Anthony of Padua Church
Person in Charge of Activity Rev. Jose Edmundo Zarate-Suarez
Address 410 W. 18th Street National City, CA 91950
Telephone 619-477-4520 Date(s) of Use 06/11-12/16

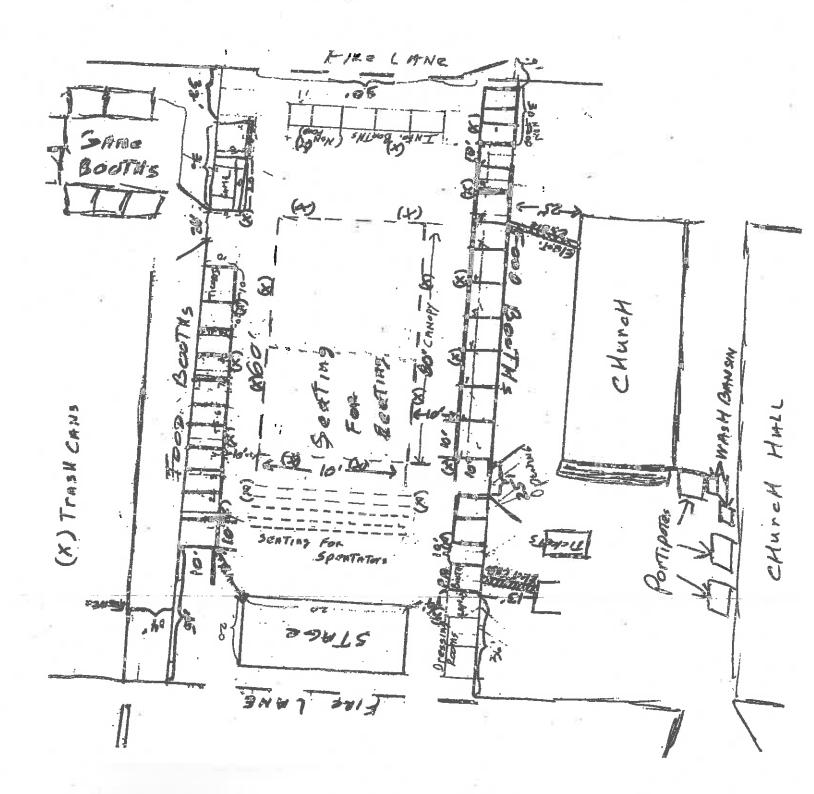
HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

1

∤	
Signature of Applicant Official Title Date	
magdalena Quevas	
For Office Use Only	
Certificate of Insurance Approved	Date

Diagram 1



7

CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: St. Anthony of Padua Church

EVENT: Saint Anthony Church Festival

DATE OF EVENT: June 11, 2016 to June 12, 2016

TIME OF EVENT: June 11, 2016 from 12 p.m. to 10 p.m. and

June 12, 2016 from 6 a.m. to 8 p.m.

APPROVALS:				
DEVELOPMENT SERVICES	YES [x]	NO []		[x]
FIRE	YES [x]	NO []	SEE CONDITIONS	[x]
PUBLIC WORKS/PARKS	YES [x]	П] ОИ	SEE CONDITIONS	[x]
FINANCE	YES [x]	ÍІOИ	SEE CONDITIONS	[x]
COMMUNITY SERVICE	YES []	[] ON	SEE CONDITIONS	
POLICE	YES İxİ	NO []	SEE CONDITIONS	[x]
CITY ATTORNEY	YES [x]	Î Î ON	SEE CONDITIONS	[x]
RISK MANAGER	YES [x]	ио []	SEE CONDITIONS	[x]

CONDITIONS OF APPROVAL:

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager

POLICE (619) 336-4400

The Police Department recommends that Public Works use City approved street barricades and traffic cones that clearly mark the street closure and that the barricades are properly set up and positioned. Police have no other stipulations and will request that on-duty patrol officers periodically check the event to ensure traffic closure is working properly and safely.

PUBLIC WORKS 336-4580

Streets Division

- Staff will deliver barricades to the street corners or to applicant prior to the event. The applicant shall install these barricades and remove them to a safe location at the conclusion of the event. Staff will pick them up on the following workday.
- 2) Staff will post "NO PARKING" signs (3) days prior to the event along the affected streets.
- 3) The cost to provide Street personnel support for this event is estimated to be \$72.45

"NO PARKING "signs : 6 @ \$0.45 ea. =\$2.70
Barricade Rental : 8 @ \$0.35 ea. =\$2.80
Truck Hours : 1.5 @ \$12.07 per. Hr. = \$18.10
Man Hours : 1.5 @ \$32.57 per. Hr. = \$48.85
Total Costs = \$72.45

Parks Division

1. 2 hours for final inspection Storm Water Compliance Inspection for Special Event Report and litter clean up. Overtime rate at \$46.58 per hour. Total = \$93.16

RISK MANAGER (619) 336-4370

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a
 A.M. Best's Guide Rating of A:VII and that the insurance company is a
 California admitted company; if not then insurance policy must be
 submitted to the Risk Management Department for review and approval
 prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its officials, agents and employees as an additional insured.
- The Certificate Holder must reflect: City of National City
 Risk Management Department
 1243 National City Boulevard
 National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

INSPECTION REQUIRED FEE'S FOR THIS EVENT ARE \$500

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times.
- 2) Means of egress shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the means of egress hazardous.
- 3) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes.
- 4) All cooking booths or areas to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. Extinguisher to be mounted in a visible location between 3½ to 5' from the floor to the top of the extinguisher. Maximum travel distance from one extinguisher to another shall not be more than 75 feet travel distance. All fire extinguishers to have a current "State Fire Marshal Tag" attached. Please see attached example
- 5) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. If cooking is to be done, a ten feet separation shall be maintained from cooking appliance and canopies. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable.

Canopies:

0 – 400 sf -	\$ 0
401 – 500 sf -	\$250.00
501 600 sf -	\$300.00
601 - 700 sf -	\$400.00

Tents:

0 –200 sf - \$200.00 201 – (+) sf - \$400.00

- 6) If Charcoal is being used, provide metal cans with lids and label "HOT COALS ONLY" for used charcoal disposal.
- Any electrical power used is to be properly grounded and approved.
 Extension cords shall be used as "Temporary Wiring" Only.
- 8) A fire safety inspection is to be conducted by the Fire Department prior to operations of the event to include all cooking areas and grounds surrounding the event.
- 9) First Aid will be provided by organization.
- 10) Fire Department fees can only be waived by City Council.

Approval contingent upon final field inspection and compliance with all applicable codes and ordinances.

If you have any questions please feel free to contact me.

FINANCE

All outside vendors must be licensed. If the Church will be preparing and selling the food themselves, they will need their Health Permits (Food Handler Certificates).

DEVELOPMENT SERVICES

PLANNING:

Speakers and lights to be oriented away from neighboring residential properties to the extent possible. All activities to comply with limitation sets forth in Title 12 (Noise) of the Muni Code.

ENGINEERING:

Engineering needs a traffic control plan for the closure. The plan shall be submitted on 11" X 17" sheet and attach San Diego Regional Standard Drawing (Appendix A) sheets TCP-4 and TCP-5 completed with all information. The traffic control plan shall also show all detours. The event holder will be responsible to ensure no trash or debris enters any storm drains and that the street and sidewalks are fully cleaned after the event.

Applicant shall fill out the Pre-Event Storm Water Compliance Checklist prior to date of event and submit the completed form.

Park Division will fill out the post event form, and not the applicant.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - 58th Maytime Band Review & Festival sponsored by the Maytime Band Association on October 15, 2016 from 10 a.m. to 4 p.m. with no waiver of fees. (Neighborhood Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

COUNCIL AGENDA STATEMENT MEETING DATE: AGENDA ITEM NO. April 19, 2016 **ITEM TITLE:** Temporary Use Permit - 58th Maytime Band Review & Festival sponsored by the Maytime Band Association on October 15, 2016 from 10 a.m. to 4 p.m. with no waiver of fees. PREPARED BY: Dionisia Trejo DEPARTMENT: Neighborhood Services Department **APPROVED BY:** PHONE: (619) 336-4255 **EXPLANATION:** This is a request from the Maytime Band Association to conduct the 58th Maytime Band Review & Festival on October 15, 2016 from 10 a.m. to 4 p.m. Set up for this event will commence at 6:00 a.m. and dismantling by 6 p.m. The Maytime Band Review & Festival is an educational and cultural event which focuses on high school and middle school marching bands and drum line competition. The marching parade will begin at 10 a.m. at the corner of E. 30th Street near Sweetwater High School and proceed north along Highland Avenue to E. 16th Street, A festival and an award ceremony will follow at Kimball Park after the parade. The park will also have food vendors, live entertainment, service club booths and souvenirs items. The applicant is requesting the use of the City's stage

Street closures are requested from 8:00 a.m. to 1:00 p.m. along the parade route which includes: Highland Avenue between E. 16th and E. 30th Street; E. 16th Street between Highland and D Avenue; and D Avenue between 12th and E. 16th street. All Intersections along the parade will be monitored by the National City Police Department.

Note: This event was last held in National City on May 1, 2004 sponsored by the Maytime Band Review Corporation.

FINANCIAL STATEMENT:	APPROVED:	Finance
ACCOUNT NO.	APPROVED:	MIS
City fee of \$237.00 for processing the TUP through Works, and \$14,482.00 for Police Department. Total fees: \$ 26,808.88	gh various City departments, plus \$1	2,089.88 for Public
ENVIRONMENTAL REVIEW:		
N/A		
ORDINANCE: INTRODUCTION: FINAL AD	OPTION:	
STAFF RECOMMENDATION:		
Approve the application for a Temporary Use Per approval with no waiver of fees.	mit subject to compliance with all co	nditions of

ATTACHMENTS:

BOARD / COMMISSION RECOMMENDATION:

and the PA system.

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



MAR 2 3 2016

Neighborhood Services Department City of National City

Type of Event: Public Concert Parade Demonstration Circus Block Party Motion Picture Type of Event: Fair Festival Community event Block Party
Event Title: 58th maytime band review & FEST IVAL
Event Location: SIMET O SWEETWATER HIGH SCHOOL CORNER OF 30TH & HIGHLANDAYE. Event Date(s): From 10/15/14 to 10/15/14
Actual Event Hours: 10:00 AM to 4:00 PM
Total Anticipated Attendance: 5'000 (1500 Participants 3500 Spectators)
Setup/assembly/construction Date: 10 115 114 Start time: 10:00 PM AM
Please describe the scope of your setup/assembly work (specific details):
Dismantle Date: 10/15/10 Completion Time: 10:00 AM
List any street(s) requiring closure as a result of this event. Include street name(s), day and time of closing and day and time of reopening.
STREET CLOSURE AS PER'SITE MAR FROM 0:300 AM TO 1:00 AM
HIGHLAND AVE. WITH & D ST.
Sponsoring Organization: Martine Bano Association
Chief Officer of Organization (Name) Leen Aztrocae moments / Leian Cumples
Applicant (Name): MAYTIME BAND PEVIEW
Address: 113 N. BELMONT ST. NATIONAL CITY 91950
Daytime Phone: 619-49-4950 Evening Phone: 619-577-1054/619-969-9950
Fax: 1019-727-7119 E-Mail: belopper 516 gmail. com
Contact Person "on site" day of the event: Contact Person "on site" day of the event: Collular: 1019 - 1059
NOTE: THIS PERSON MUST BE IN ATTENDANCE FOR THE DURATION OF THE EVENT AND IMMEDIATELY AVAILABLE TO CITY OFFICIALS

Is your organization a "Tax Exempt, nonprofit" organization? YES NO
Are admission, entry, vendor or participant fees required? YES NO
If YES, please explain the purpose and provide amount(s):
TO COMPETE IN PREADE FOOD TRUCKS \$ 250" ENTRY FEE TO PARTICIPATE, Seence cub \$ 100" entry fee to HAVE COTH AT KIMEAU PARK. \$ 45'000" Estimated Gross Receipts including ticket, product and sponsorship sales from this event.
\$ 45 '000= Estimated Expenses for this event.
\$ <u>p. 00</u> What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?
Please provide a DETAILED DESCRIPTION of your event. Include details regarding any components of your event such as the use of vehicles, animals, rides or any other pertinent information about the event.
EDUCATIONAL AND CULTURAL EVENT FOR HIGH SCHOOL MIDDLE SCHOOL
DEUM LINE COMPETITION STREET PARADE AND AWARDS CEREMONY.
BANDS THE DUBHOUT THE STATE OF CALIFORNIA TO DA COMPETE. THE BANDS ARE JUDGED BY ASSOCIATION. PUROLE EVENT IS FROM I DAM-4
YES NO If the event involves the sale of cars, will the cars come exclusively from National City car dealers? If NO, list any additional dealers involved in the sale:
YES NO Does the event involve the sale or use of alcoholic beverages? YES NO Will items or services be sold at the event? If yes, please describe:
FOOD TRUCK AND OTHER VENODES TO SEU
EMP AND MEMDRABILIA

YES NO Does the event involve a moving route of any kind along streets, sidewalks or highways? If YES, attach a detailed map of your proposed route indicate the direction of travel, and provide a written narrative to explain your route.	
YES NO Does the event involve a fixed venue site? If YES, attach a detailed site map showing all streets impacted by the event.	
YES NO Does the event involve the use of tents or canopies? If YES: Number of tent/canopies 13 Sizes 7 x 30 NOTE: A separate Fire Department permit is required for tents or canopies.	
YES NO Will the event involve the use of the City or your stage or PA system? SPECIFY: CITY STAGE TOE AUGEO CEETOSOY AT HIMBALL PARK	
In addition to the route map required above, please attach a diagram showing the overall layout and set-up locations for the following items:	
Alcoholic and Nonalcoholic Concession and/or Beer Garden areas. Food Concession and/or Food Preparation areas. Please describe how food will be served	
at the event: 10 mon Teucks Lineo up on D ST by remedia room bour	•
If you intend to cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify):	valen ofta belection
at the event: 10 cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify): Portable and/or Permanent Toilet Facilities Number of portable toilets: 12 / 1 more) for every 250 people is required, unless the applicant cap	•
at the event: 10 cook food in the event area please specify the method: GAS	•
at the event: 10 cook food in the event area please specify the method: GAS	•
at the event: 10 cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify): Portable and/or Permanent Toilet Facilities Number of portable toilets: 12 / 1 moved for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event) Tables #ID and Chairs # Fencing, barriers and/or barricades Generator locations and/or source of electricity Canopies or tent locations (include tent/canopy dimensions) Booths, exhibits, displays or enclosures	•
at the event: 10 cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify): Portable and/or Permanent Toilet Facilities Number of portable toilets: 12 / 1 moved for every 250 people is required, unless the applicant can show that there are facilities in the immediate area available to the public during the event) Tables #	•
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at the event: **Denot Teuchs** Under up on Dat By Ferman Face Down. If you intend to cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify): Portable and/or Permanent Toilet Facilities Number of portable toilets:************************************	belection
If you intend to cook food in the event area please specify the method: GASELECTRICCHARCOALOTHER (Specify): Portable and/or Permanent Toilet Facilities Number of portable toilets: Number of portable toilets:	belection

Please describe your procedures for both Crowd Control and Internal Security:
NATIONAL CITY POLICE AT THEIR DISCRETION
YES NO Have you hired any Professional Security organization to handle security arrangements for this event? If YES, please list:
Security Organization:
Security Organization Address:
Security Director (Name):Phone:
YES NO Is this a night event? If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators:
Please indicate what arrangement you have made for providing First Aid Staffing and Equipment. FIRE DEPORTMENT AND VOLUNTEER FIRST AID BOOTHS
Please describe your Accessibility Plan for access at your event by individuals with disabilities: STREET PARADE- DISABLE PERSONS CAN UTILIZE DESIGNATED
DISABLE PARKING AND SIDELWALK PAMPS AND SIT
STREET-SIDE WITH WHEELOHAIR DE FOLDING CHAIRS.
Please provide a detailed description of your PARKING plan:
BUSES ARE ESCORTED FROM D. ST TO DUTH ST TO F ST UNLOADING
Please describe your plan for DISABLED PARKING:
DISPOSE PERSONS TOUTILIZE DESIGNATED PUBLIC ACCESS
Please describe your plans to notify all residents, businesses and churches impacted by the

CHURCHES AUDO PARADE POUTE 3 DAYS PRIOR TO PARADE.
NOTE: Neighborhood residents must be notified 72 hours in advance when events are

event:

scheduled in the City parks.

YES NO Are there any musical entertainment features related to your event? If YES,
please state the number of stages, number of bands and type of music. Number
of Stages: Number of Bands: 5
Type of Music: MILITARY BANDS, TAZZBANDS AND OTHER BANDS IN KIMBALL PARK PRIOR TO CEREMONY.
YES NO Will sound amplification be used? If YES, please indicate:
Start time: 1:00 AMPM Finish Time U:00 PM
YES NO Will sound checks be conducted prior to the event? If YES, please indicate:
Start time: 9:00 PMAMFinish Time 11:00 PMAM
Please describe the sound equipment that will be used for your event:
CITY STAGE /EQUIPMENT AND PARTICIPANT
YES NO Fireworks, rockets, or other pyrotechnics? If YES, please describe:
YES NO Any signs, banners, decorations, special lighting? If YES, please describe:
VINYL BANNERS AND STAGE SIGNS

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit.

Organization MAYTIME BAND ASSOCIATION
Person in Charge of Activity KAREN AZHOURE MCMANUS BRIAN CUMPPER
Address 113 N. BELMONT ST. NATIONAL CITY 91950
Telephone <u>019-537-1059</u> Date(s) of Use 1015 110
BRIAN CLAPPER
619-903-9950

HOLD HARMLESS AGREEMENT

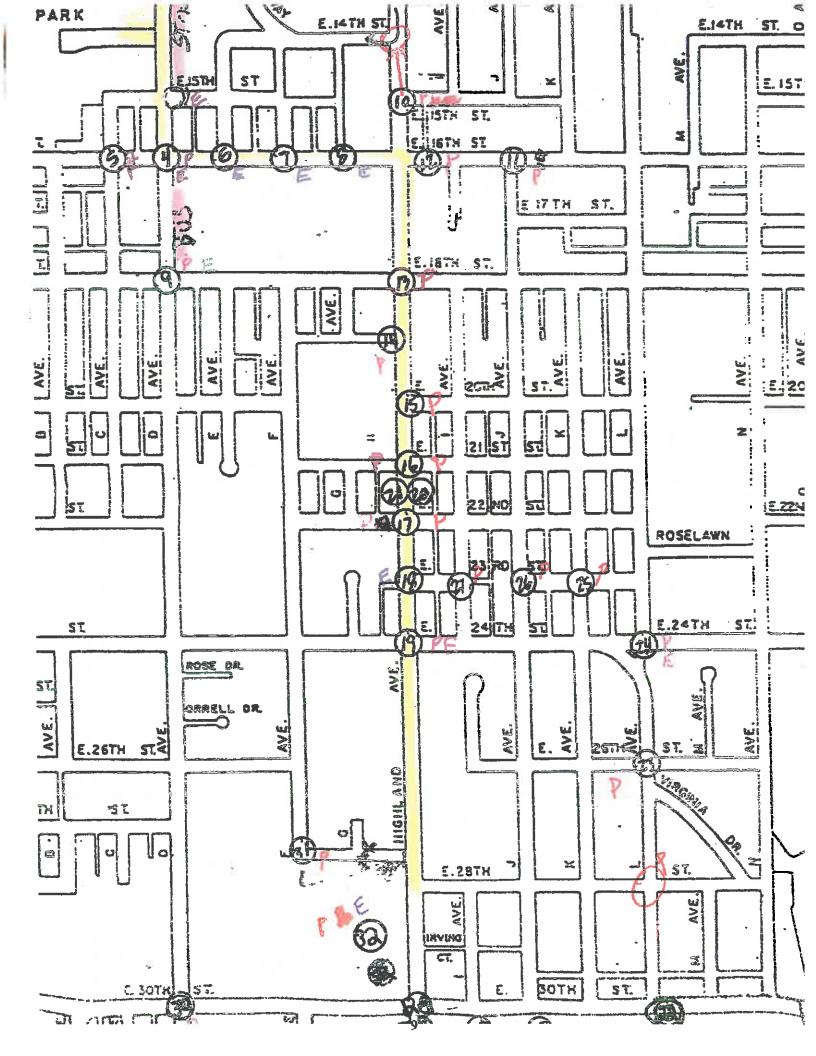
As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant Official Title Date 3-21-	Memory Prosident
For Office Use Only	
Certificate of Insurance Approved	Date



Location Map





CITY OF NATIONAL CITY NEIGHBORHOOD SERVICES DEPARTMENT APPLICATION FOR A TEMPORARY USE PERMIT RECOMMENDED APPROVALS AND CONDITIONS OF APPROVAL

SPONSORING ORGANIZATION: Maytime Band Association

EVENT: 58th Maytime Band Review & Festival

DATE OF EVENT: October 15, 2016

APPROVALS:			
COMMUNITY SERVICES	YES []	NO []	SEE CONDITIONS []
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS [x]
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS [x]
POLICE	YES [x]	NO []	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
	= -		

CONDITIONS OF APPROVAL:

RISK MANAGER

- Provide a valid copy of the insurance certificate wherein the City of National City, its officials, agents and employees are named as an additional insured.
- That the insurance policy provide a hold harmless and indemnification agreement which must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) that would cover the date of the event.
- That the insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not then insurance policy must be submitted to the Risk Management Department for review and approval prior to the issuance of the Temporary Use Permit.
- Provide an Additional Insured endorsement naming the City of National City, its
 officials, agents and employees as an additional insured.
- The Certificate Holder must reflect:
 - City of National City
 - Risk Management Department
 - 1243 National City Boulevard
 - National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy.

DEVELOPMENT SERVICES

Engineering:

Applicant shall fill out the Pre-Event Storm Water Compliance Checklist prior to date of event and submit the completed form.

Park Division will fill out the post event form, and not the applicant.

Planning:

Speakers to be oriented away from neighboring residential properties to the extent possible. All activities to comply with limitation sets forth in Title 12 (Noise) of the Muni Code.

PUBLIC WORKS (619) 336-4580

PARKS DIVISION

- 1. The cost to provide the extended stage and PA system. All of these rates are at time and half overtime.
- 2. Staff for clean up during and after event.
- 3. We will be providing the extended stage and PA system
- 2 hours for final inspection Storm Water Compliance Inspection for Special Event Report and litter clean up. Overtime rate at \$46.58 per hour (\$93.16)
 - a. 4 staff 4 hours @ \$46.58 for hour set up stage = \$745.28
 - b. 4 staff break down 4 hour minimum @ \$46.58 = \$745.28
 - c. 6 Staff 12 hours @ 46.58 each for clean up during event \$3,353.76

Total \$4,937.48

STREET DIVISION

- 1. 120 barricades @ 0.035 ea. = \$42.00
- 2. 200 cones @ 0.035 ea. = \$70.00
- 3. 400 "no parking" signs @ \$0.045 ea. = \$180.00
- 4. (3) Trucks, (2) sweepers @ 12.07 hour 10 hours =\$ 742.00 (For parade day)
- 5. (2) trucks @12.07 hour for 10 hours = \$241.40 (For posting "no parking" signs)
- 6. (9) Public Works staff @ 48.86 hour for 10 hours = \$4,397.00 (for parade)
- 7. (4) Public Works staff @ 32.00 hour for 10 hours for posting "no parking" signs = \$1,280.00
- 8. 250 wood stakes for signs = \$200.00

TOTAL COST = \$7,152.40

FINANCE

Maytime Band Review's business license has been closed since 2004. Maytime Band Association needs to apply for a Business License and submit with proof of "non-profit" status (no fee is required).

Finance will need a list of all Vendors and/or Food Vendors as they all need to be licensed.

FIRE (619) 336-4550

IF ANYTHING CHANGES LIKE THE ADDITION OF COOKING UNDER CANPOIES OR TENT AN INSPECTION AND FEES MAY BE REQUIRED.

Stipulations required by the Fire Department for this event are as follows:

- 1) Access to the street to be maintained at all times, to any Fire Department connections for hydrants, fire sprinkler systems, standpipes, etc.
- 2) Participants on foot are to move immediately to the sidewalk upon approach of emergency vehicle(s)
- Vehicles in roadway are to move immediately to the right upon approach of emergency vehicle(s)
- 4) If tents or canopies are used, tents having an area in excess of 200 square feet and or canopies in excess of 400 square feet or multiple tents and or canopies placed together equaling or greater than the above stated areas, are to be used, they shall be flame-retardant treated with an approved State Fire Marshal seal attached. A ten feet separation distance must be maintained between tents and canopies. A permit from the Fire Department must be obtained. Cooking shall not be permitted under tents or canopies unless the tents or canopies meet "State Fire Marshal approval for cooking. Certificate of State Fire Marshal flame resistancy shall be provided to the National City Fire Department if applicable. A permit for the projected canopies/tents may be four hundred (\$400.00) dollars. Fees can only be waived by City Council.

Canopies:

0 - 400 sf - \$0 401 - 500 sf - \$250.00 501 - 600 sf - \$300.00 601 - 700 sf - \$400.00

Tents:

0 –200 sf - \$200.00 201 – (+) sf - \$400.00

- 5) All cooking booths to have one 2A:10BC. If grease or oil is used in cooking a 40:BC or class "K" fire extinguisher will be required. All fire extinguishers to have a current State Fire Marshal Tag attached.
- 6) Provide metal cans with iids and label "HOT COALS ONLY" for used charcoal disposal.
- 7) Fire Department access into and through the Park areas are to be maintained at all times.
- 8) Access to Morgan and Kimball Towers to be maintained at all times, to both entrances and Fire Department connections for fire sprinkler systems, standpipes, etc.
- 9) Access into park from D Ave is required. Currently blocked by new angled parking (Engineering/Public Works)

Fees can only be waived by City Council

POLICE (619) 336-4400

This event will require a large police presence to provide security, traffic control, crowd control, and overall police services for this parade. During the preliminary/planning discussions with both Karen and Brian (event coordinators), we completed the following breakdown for the event. As such, the listed number of personnel is based on the traffic control and security issues needed to effectively perform our police duties.

We anticipate the need for 110 total police officers/reserves/explorers (combination).

There will be a request for 25 police officers, with the remainder of the total supplanted by our reserves, county-wide reserves, and police explorers. The police department will complete an action plan prior to this event.

25 Police Officers at an overtime rate of \$72.41. 8 hours per National City Police Officer, for a total of 200 hours = \$ 14,482.00

There will be 85 of our 110 projected personnel (77%) will come from volunteers in the form of reserves and explorers. The police department will reach out to different police agencies to secure both reserve police officers as well as police explorers that could work in conjunction with our sworn officers for this event. In addition, our department will ask for other equipment that can enhance security measures throughout the parade route.

These numbers only take into account our personnel and do not include any other equipment for road closures and their respective personnel.

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

The following page(s) contain the backup material for Agenda Item: Warrant Register #37 for the period of 03/09/16 through 03/15/16 in the amount of \$2,592,771.47. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 19,	2016		AGENDA ITEM NO.
ITEM TITLE: Warrant Register #37 for th (Finance)	e period of 03/09/1	16 through 03/	15/16 in the amount of \$2,592,771.47
through 03/15/16.	ode 37208, attach		DEPARTMENT: Finance APPROVED BY: Walter a latter rants issued for the period of 03/09/16
Consistent with Departmen	t of Finance practi	ce, listed belov	v are all payments above \$50,000.
<u>Vendor</u> City of San Diego	Check/Wire 322336	Amount 58,705.45	Explanation Dispatch Services / Jul-Sep 2016 / Fire
M A Stevens Construction	322400	190,349.02	Library Remodel Project
Western Rim Constructors	322469	388,883.86	Kimball and El Toyon Projects
Public Emp Ret System	3092016	348,176.66	Service Period 2/16/16 - 2/29/16
FINANCIAL STATEMENT: ACCOUNT NO. Reimbursement total \$2,59 ENVIRONMENTAL REVIEW: This is not a project and, the		ct to environme	APPROVED: Finance APPROVED: MIS ntal review.
ORDINANCE: INTRODUCT	ION: FINAL	. ADOPTION:	
STAFF RECOMMENDATION	_		
Ratification of warrants in the	ne amount of \$2,59	92,771.47	
BOARD / COMMISSION REC	COMMENDATION:		
ATTACHMENTS:			

Warrant Register #37



PAYEE	<u>DESCRIPTION</u>	CHK NO	DATE	AMOUNT
CITY OF SAN DIEGO	DISPATCH SERVICES / JUL-SEP 2016 / FIRE	322336	3/14/16	58,705.45
3M	WHELEN/JUSTICE MOUNTING ASSEMBLY/PD	322337	3/15/16	19,260.00
49ER COMMUNICATIONS INC	BENDIX KING RADIO MICROPHONE / FIRE	322338	3/15/16	481.84
ACME SAFETY & SUPPLY CORP	5- 30X36 ENG GRADE ALUM / PW	322339	3/15/16	568.44
AEP CALIFORNIA LLC	AEP-MISC PC DIAGNOSE / PD	322340	3/15/16	946.30
AETNA RESOURCES FOR LIVING	EMP ASSISTANCE PROGRAM/MAR 2016	322341	3/15/16	805.50
ALDEMCO	CONSUMABLES- NUTRITION CENTER	322342	3/15/16	4,986.25
ALIGNMENT EXPRESS	PARTS - DAYTON U BOLT KIT	322343	3/15/16	1,640.85
ALL FRESH PRODUCTS	CONSUMABLES- NUTRITION CENTER	322344	3/15/16	935.92
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET	322345	3/15/16	26,024.05
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	322346	3/15/16	1,420.00
AT&T	PHONE SERVICES / 1/13/16 - 2/12/16	322347	3/15/16	7,427.31
ATKINS NORTH AMERICA INC	FY 2016 SEWER SERVICES	322348	3/15/16	1,485.00
AUSTIN DOORS	CITY WIDE ROLL UP DOOR SERVICES	322349	3/15/16	1,092.24
BANC OF AMERICA	CAT LOADER EQUIP LEASE PMT 3/24/16	32 2 350	3/15/16	3,077.02
BOOT WORLD	MOP#64096 SAFETY APPAREL	322351	3/15/16	375.00
BRIAN COX MECHANICAL INC	CITY WIDE HVAC	322352	3/15/16	218.00
BROADWAY AUTO ELECTRIC	MOP#72447 AUTO SUPPLIES	322353	3/15/16	654.00
BROADWAY AUTO GLASS	WINDSHIELD GREEN TINT / PW	322354	3/15/16	240.40
CAL UNIFORMS INC	A2874 GOLD PLATE CROSSED BUGLES	322355	3/15/16	442.37
CALIFORNIA COMMERCIAL SECURITY	REPLACEMENT & INSTALLATION OF DOOR / PW	322356	3/15/16	6,891.64
CEB	CA GOV TORT LIABILITY AUTO UPDATE	322357	3/15/16	217.12
CHILDREN'S HOSPITAL	FORENSIC SERVICES / POLICE	322358	3/15/16	2,440.00
CLEAN HARBORS	HOUSEHOLD HAZARDOUS WASTE	322359	3/15/16	747.00
CLF WAREHOUSE	CLAMP / PW	322360	3/15/16	158.68
COMMERCIAL AQUATIC SERVICE INC	116-0043 / CHEMICALS FOR POOL / PW	322361	3/15/16	2,138.44
CORNEJO. J	REIMB: 24 HR PERISHABLE SKILLS	322362	3/15/16	102.90
COUNTY OF SAN DIEGO	RECORDING DOCUMENTS/HOUSING	322363	3/15/16	20.00
COUNTY OF SAN DIEGO	SHARE OF PC REVENUE - FEB 2016	322364	3/15/16	12,578.50
COUNTY OF SAN DIEGO	MAIL PROCESSING SERVICES / JAN 2016	322365	3/15/16	1,406.24
COX COMMUNICATIONS	INTERNET SERVICE / MARCH 2016	322366	3/15/16	174.00
CPOA	TUITION: PITCHESS MOTION/PD	322367	3/15/16	190.00
CYNTHIA TITGEN CONSULTING INC	RISK MANAGMENT CONSULTANT SVCS	322368	3/15/16	2,775.00
DANIELS TIRE SERVICE	SUPPLIES / PW	322369	3/15/16	4,963.18
DATA TICKET INC	APPEALS & ON-LINE ACCESS / FEB 2016 / NS	322370	3/15/16	3,472.05
DEPT OF JUSTICE	NEW EMP FINGERPRINT TEST/JAN 2016	322371	3/15/16	772.00
DIAZ, E	REIMB: FIREHOUSE CONFERENCE	322372	3/15/16	45.00
DION INTERNATIONAL TRUCK INC	BELT FAN / PW	322373	3/15/16	218.90
DOKKEN ENGINEERING	PLAZA BLVD. PROJECT	322374	3/15/16	11,095.27
DRACO TRUCKS & EQUIPMENT INC	GASKET, EXH / PW	322375	3/15/16	107.88
DUNBAR ARMORED INC	ARMORED SERVICES / MARCH 2016	322376	3/15/16	220.75
DUNBAR ARMORED INC	ARMORED SERVICES / JAN - FEB 2016	322377	3/15/16	398.88
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET LEASE MANAGEMENT	322378	3/15/16	14,516.51
FIRE ETC	PRO WARRINGTON STATION BOOTS / FIRE	322379	3/15/16	261.60
FIRE SERVICE SPECIF & SUPPLY	SERVICE WORK ON RESCUE TOOLS / FIRE	322380	3/15/16	1,293.88
FRANK TOYOTA	SWITCH ASSY BACK / PW	322381	3/15/16	54.60
GOLDEN WEST COLLEGE	TUITION: SUPERVISORY COURSE/PD	322382	3/15/16	254.00
GOVERNMENTJOBS COM INC	NEOGOV ANNUAL SUBSCRIPTION / HR	322383	3/15/16	9,400.00



PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
GRAINGER	RESTORATION DEHUMIDIFIER / PW	322384	3/15/16	4,064.35
HANDCUFF WAREHOUSE	BLACK FINISH HANDCUFFS / POLICE	322385	3/15/16	440.00
HDL COREN & CONE	CONTRACT SVC PROPERTY TAX	322386	3/15/16	2,640.00
HINDERLITER DE LLAMAS & ASSOC	CONTRACT SVC - SALES TAX 1ST QTR	322387	3/15/16	3,209.79
HONEYWELL INTERNATIONAL INC	INV5234984499/5234851675 / BUILDING REPAIRS	322388	3/15/16	3,036.66
HUDSON SAFE T LITE RENTALS	MESH FLAG WITH DOWEL / PW	322389	3/15/16	298.66
HUNTER'S NURSERY INC	MOP#45719 HORTICULTURAL ITEMS	322390	3/15/16	51.52
HYDRO SCAPE PRODUCTS INC	E-Z REACHER / NSD	322391	3/15/16	405.64
INNOVATIVE CONSTRUCTION	KIMBALL PARK IMP. PROJECT	322392	3/15/16	38,213.25
KNOX ATTORNEY SERVICE INC	LEGAL SVCS / OPPOSITION SERVED 2/10/16	322393	3/15/16	62.25
KNOX ATTORNEY SERVICE INC	LEGAL SVCS / OPPOSITION FILED 2/10/16	322394	3/15/16	62.25
KTU&A	NC DOWNTOWN SPECIFIC PROJECT	322395	3/15/16	6,770.00
LANGUAGE LINE SERVICES	LANGUAGE LINE INTERPRETATION SERVICES	322396	3/15/16	76.67
LASER SAVER INC	MOP 45725. INK CARTRIDGES / POLICE	322397	3/15/16	836.22
LINE X SAN DIEGO	3 WEATHER TECH FLOOR LINERS	322398	3/15/16	324.65
LOPEZ, T	TRANSLATION SERVICES / 2/29/2016	322399	3/15/16	70.00
M A STEVENS CONSTRUCTION INC	LIBRARY REMODEL PROJECT	322400	3/15/16	190,349.02
MAN K9 INC	K9 MONTHLY MAINTENANCE TRAINING/PD	322401	3/15/16	1,170.00
MASON'S SAW	MOP#45729 SMALL TOOLS	322402	3/15/16	152.82
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322403	3/15/16	246.60
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322404	3/15/16	140.00
MELLADO DESIGNS	POLO SHIRTS / HOUSING	322405	3/15/16	317.52
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	322406	3/15/16	1,214.14
MEYERS NAVE	LABOR RELATIONS/NEG SVC	322407	3/15/16	10,494.00
MOSSY NISSAN	OIL CHANGE PACKAGE / PW	322408	3/15/16	75.97
MTS	MTS TROLLEY FLAGGER SERVICE / NSD	322409	3/15/16	124.61
NATIONAL CITY CHAMBER	NC TOURISM MARKETING - JAN 2016	322410	3/15/16	23,951.10
NATIONAL CITY TROPHY	MOP#66556 BUILDING SUPPLIES	322411	3/15/16	20.44
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	322412	3/15/16	920.23
ORIENTAL TRADING COMP LLC	CRAFT SUPPLIES / COMM SVCS	322413	3/15/16	478.09
PACIFIC AUTO REPAIR	SMOG CERTIFICATION/REPAIRS	322414	3/15/16	413.96
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES- NUTRITION	322415	3/15/16	498.72
PCS MOBILE	KINGSTON 4GB MEMORY / MIS	322416	3/15/16	119.90
PECK, B	SUBSISTENCE: FIELD TRAINING OFFICER/PD	322417	3/15/16	640.00
PENSKE FORD	MOP#49078 AUTO PARTS / PW	322418	3/15/16	158.99
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / PW	322419	3/15/16	163.45
PRO BUILD	MOP#45707 SUPPLIES / PW	322420	3/15/16	848.31
PROJECT PROFESSIONALS CORP	PD UPGRADES PROJECT	322421	3/15/16	13,589.82
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / NSD	322422	3/15/16	707.55
PUBLIC AGENCY TRAINING COUNCIL	TUITION: ARMORER COURSE/PD	322423	3/15/16	475.00
RDO EQUIPMENT CO	J/POLE 6' / PW	322424	3/15/16	99.25
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: FIELD TRAINING OFFICER/PD	322425	3/15/16	180.00
ROADONE	MOP 75948 TOWING SVC / PD	322426	3/15/16	2,000.00
RON BAKER CHEVROLET	MOP#45751 AUTO PARTS	322427	3/15/16	781.61
SAFEWAY SIGN COMPANY	STREET SIGNS / PW	322428	3/15/16	6,208.59
SAFRAN MORPHOTRUST	NEW EMP FINGERPRINT TEST/JAN 2016	322429	3/15/16	50.00
SAM'S ALIGNMENT SERVICE	MOP#72442 AUTO EQUIPMENT	322430	3/15/16	63.00
SAN DIEGO FRICTION PRODUCTS	FITTING / PW	322431	3/15/16	36.66



<u>PAYEE</u>	DESCRIPTION	CHK NO	DATE	<u>AMOUNT</u>
SAN DIEGO PET SUPPLY	MOP 45753 K-9 FOOD - PD	322432	3/15/16	304.69
SAN DIEGO SUPERIOR COURT	AUDIO TRANSCIPTION/PHOTOCOPIES	322433	3/15/16	73.50
SAN DIEGO UNION TRIBUNE	LEGAL PUBLIC NOTICE / HOUSING	322434	3/15/16	661.40
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING	322435	3/15/16	502.60
SANCHEZ, E	REIMB: FIRE INSPECTOR 2D	322436	3/15/16	254.82
SASI	PROCESSING FEES FOR PARTICIPANTS	322437	3/15/16	311.50
SDG&E	GAS & ELECTRIC UTILITIES	322438	3/15/16	41,575.03
SDLSA	ADOBE WEBINAR / CITY ATTORNEY'S OFFICE	322439	3/15/16	15.00
SEAPORT MEAT COMPANY	FOOD / NUTRITION CENTER	322440	3/15/16	1,318.66
SHAPE UP STUDIO	GYM EQUIPMENT ORIENTATION	322441	3/15/16	360.00
SMART & FINAL	MOP 45756 MISC SUPPLIES/PD	322442	3/15/16	50.86
SOLAR CITY	REFUND: PERMIT #74562; 625 Q AVE	322443	3/15/16	250.69
SOUTH BAY FENCE INC	CITY WIDE FENCE REPAIRS	322444	3/15/16	232.74
SOUTH COAST EMERGENCY	REGULATOR ELECTRIC LH RR / PW	322445	3/15/16	430.18
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL AND GAS / PW	322446	3/15/16	126.36
SOUTHWEST SIGNAL SERVICE	LIBRARY LIGHTING / PW	322447	3/15/16	19,063.46
SOUTHWEST SIGNAL SERVICE	INTERSECTION MAINTENANCE / PW	322448	3/15/16	8,687.48
SPARKLETTS	WATER / NUTRITION CENTER	322449	3/15/16	43.59
STAPLES BUSINESS ADVANTAGE	IX500 SCANSNAP / MIS	322450	3/15/16	2,457.88
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322451	3/15/16	140.10
SYSCO SAN DIEGO INC	CONSUMABLES/FOOD - NUTRITION	322452	3/15/16	6,025.85
TASER INTERNATIONAL INC	TUITION: TASER INSTRUCTOR/PD	322453	3/15/16	435.00
THE BANK OF NEW YORK MELLON	CUSTODIAN FEE 10/01/15-12/31/15	322454	3/15/16	300.00
THE HOME DEPOT CREDIT SERVICES	ELECTRIC BLOWER VACUUM / PW	322455	3/15/16	154.32
THE LIGHTHOUSE INC	MOP#45726 AUTO PARTS	322456	3/15/16	88.29
U S BANK	CREDIT CARD EXPENSES/CITY ATTORNEY	322457	3/15/16	3,191.42
U S HEALTHWORKS	PRE EMP PHYSICAL & VACCINE	322458	3/15/16	738.00
UNITED RENTALS	FORKLIFT RENTAL / PW	322459	3/15/16	1,173.36
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS / PW	322460	3/15/16	727.36
V & V MANUFACTURING	BADGE REPAIRS / POLICE	322461	3/15/16	1,219.77
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	322462	3/15/16	71.84
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL VET CARE / POLICE	322463	3/15/16	1,127.14
VCA MAIN ST ANIMAL HOSPITAL	K9 VET CARE / POLICE	322464	3/15/16	711.94
VERIZON WIRELESS	CELLULAR SERVICE / 1/05/16 - 2/04/16	322465	3/15/16	945.58
VILLARIASA, S	SUBSISTENCE: SUPERVISORY COURSE / PD	322466	3/15/16	1,280.00
VISTA PAINT	MOP 68834 MISC PAINT SUPPLIES/NSD	322467	3/15/16	937.70
WEST COAST ARBORISTS, INC.	CONTRACTING SERVICES - TREE TRIMMING / PW	322468	3/15/16	6,771.60
WESTERN RIM CONSTRUCTORS INC	KIMBALL AND EL TOYON PROJECT	322469	3/15/16	388,883.86
WESTFLEX INDUSTRIAL	MOP#63850 SUPPLIES / PW	322470	3/15/16	688.68
WILLY'S ELECTRONIC SUPPLY	MOP#45763 AUTO PARTS / PW	322471	3/15/16	29.32
WILSON, R	ED REIMBURSEMENT	322472	3/15/16	400.00
3M	SERVICE AGREEMENT - SELFCHECK / LIBRARY	322473	3/15/16	7,029.40
ABLE PATROL & GUARD	SECURITY GUARD SERVICE / LIBRARY	322474	3/15/16	3,084.50
AMAZON	BOOKS - LIBRARY	322475	3/15/16	789.04
AMERICAN LIBRARY ASSOC	BOOKMARKS / LIBRARY	322476	3/15/16	33.30
BAKER & TAYLOR	BOOKS- LIBRARY	322477	3/15/16	855.99
BRODART CO	BOOKS - LIBRARY	322478	3/15/16	1,295.40
CALIFONIA PUBLIC LIBRARY	LIBRARY BOARD OF TRUSTEES MEMBERSHIP	322479	3/15/16	100.00



PAYEE		DESCRIPTION		CHK NO	DATE	AMOUNT
GRASS ROOTS PRESS		BOOKS FOR THE LITER	ACY COLLECTION	322480	3/15/16	634.84
MC GRAW HILL EDUCAT	TION INC	BOOKS FOR THE LITER	ACY COLLECTION	322481	3/15/16	1,783.31
MIDWEST TAPE		DVD'S/AUDIO BOOKS - I	JBRARY	322482	3/15/16	1,023.25
MONARCH COIN & SECI	URITY INC	RESTROOM TOKENS / L	IBRARY	322483	3/15/16	42.00
SIRSIDYNIX 774271		SIRSIDYNIX AUTOMATIC	ON SYSTEM / LIBRARY	322484	3/15/16	17,220.23
STAPLES BUSINESS AD	VANTAGE	MOP #45704 - SUPPLIES	S / LIBRARY	322485	3/15/16	446.61
U S POSTMASTER		POSTAGE FOR OVERDU	JE NOTICES / LIBRARY	322486	3/15/16	98.00
UNIVERSITY OF CALIFO	RNIA PRESS	MEMBERSHIP / LIBRAR	(322487	3/15/16	149.00
SDG&E		GAS AND ELECTRIC UT	ILITIES / S A	322488	3/15/16	213.88
					A/P Total	1,052,511.54
WIRED PAYMENTS						
TRISTAR RISK MANAGE	MENT	FEBRUARY 2016 WC RE	FEBRUARY 2016 WC REPLENISHMENT		3/10/16	49,782.03
PUBLIC EMP RETIREME	NT SYSTEM	SERVICE PERIOD 02/16/	SERVICE PERIOD 02/16/16 - 02/29/16		3/9/16	348,176.66
SECTION 8 HAPS		Start Date	End Date			
		3/9/2016	3/15/2016			6,336.00
PAYROLL						
Pay period	Start Date	End Date	Check Date			
6	3/1/2016	3/14/2016	3/23/2016			1,135,965.24
			GRAND TOTA	\L		\$2,592,771.47

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 37208 HEREBY CERTIFY TO THE ACCURACY OF THE DE AVAILABILITY OF FUNDS FOR THE PAYMENT THE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS RE	EMANDS LISTED ABOVE AND TO THE REOF AND FURTHER THAT THE ABOVE
Mark ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMMI	TTEE
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA BIOG MEMBER	ALBERT MENDIVIL, MEMBER
MONA RIOS, MEMBER	ALDERT WENDIVIE, MEWBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS THE CITY TREASURER IS AUTHORIZED TO ISSUE SABY THE CITY COUNCIL ON THE 19th OF APRIL, 2016.	AND DEMANDS WERE APPROVED AND AID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Warrant Register #38 for the period of 03/16/16 through 03/22/16 in the amount of \$355,000.39. (Finance)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	April 19, 2 9	016	_		AGENDA ITEM	NO.
ITEM TITLE: Warrant Register # (Finance)	‡38 for th e	period of 03/16/	/16 through 03/2	22/16 in the amo	ount of \$355,000.39	
through 03/22/16.	1572 Section Cod	le 37208, attacl			the period of 03/16/	116
					nts above \$50,000.	
<u>Vendor</u>	<u>(</u>	Check/Wire	<u>Amount</u>	<u>Explanation</u>		
Kinsman Construc	tion Inc	322527	108,415.23	Police Dept. B	uilding Project	
Project Profession	als Corp	322553	51,354.51	12 th St. & D Av	/e Project	
SDG&E		322572	61,241.69	Gas & Electric	Utilities	
FINANCIAL STATE ACCOUNT NO. Reimbursement to		00.39		APPROVED:	White Catur	Finance MIS
ENVIRONMENTAL This is not a project		efore, not subje	ct to environme	ntal review.		
ORDINANCE: INT	RODUCTIO	N: FINA	L ADOPTION:			
STAFF RECOMME	NDATION:					
Ratification of war	rants in the	amount of \$35	5,000.39			
BOARD / COMMISS	SION RECO	MMENDATION:				

ATTACHMENTS:

N/A

Warrant Register #38



WARRANT REGISTER #38 3/22/2016

PAYEE	DESCRIPTION	CHK NO	DATE	AMOUNT
KONICA MINOLTA	COPIER EQUIPMENT LEASE	322489	3/22/16	1,898.60
AFLAC	AFLAC ACCT BDM36 / APRIL 2016	322490	3/22/16	579.40
ASSI SECURITY INC	CITY WIDE SECURITY REPAIRS	322491	3/22/16	235.00
BAVENCOFF JR, D	REIMB: ANNUAL CHIA CONFERENCE/PD	322492	3/22/16	364.77
BOCKS AWARDS INC	SHADOWBOX WITH ROYAL BLUE EDGE / PD	322493	3/22/16	239.97
BOOT WORLD	MOP#64096 SAFETY APPAREL	322494	3/22/16	116.62
BRIAN COX MECHANICAL INC	CITY WIDE HVAC	322495	3/22/16	186.00
CA DEP OF PUBLIC HEALTH	CERTIFICATION RENEWAL/G IBARRA	322496	3/22/16	225.00
CAVENAUGH & ASSOCIATES	TUITION: DUI SEMINAR SFST/PD	322497	3/22/16	558.00
CITY OF SAN DIEGO	CONTRACTUL SERVICES / FIRE	322498	3/22/16	325.00
COUNTY OF SAN DIEGO	STORMWATER SHARED COST SVC	322499	3/22/16	18,303.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEMS	322500	3/22/16	7,810.00
COX COMMUNICATIONS	INTERNET SERVICE / FEB 2016	322501	3/22/16	114.12
CPOA	ANNUAL MEMBERSHIP/D ESPIRITU	322502	3/22/16	470.00
DEPARTMENT OF MOTOR VEHICLES	2016 CA VEHICLE CODE BOOKS	322503	3/22/16	203.98
DIGITAL COMBUSTION INC	FIRE STUDIO SOFTWARE TRAINING / DIAZ	322504	3/22/16	1,370.00
DURON, C	ED REIMBURSEMENT	322505	3/22/16	104.00
E2 MANAGE TECH INC	2020 HOOVER UST PROJECT	322506	3/22/16	5,637.11
EDWARD PROFESSIONAL ADVISORS	TUITION: 2016 TEAM BLDG / PD	322507	3/22/16	4,690.00
EQUIFAX INFORMATION SVCS	EQUIFAX SERVICES / S8	322508	3/22/16	51.40
EXPERIAN	CREDIT CHECKS/INVESTIGATIONS- PD	322509	3/22/16	99.00
EXPRESS PIPE AND SUPPLY CO INC	PLUMBING PARTS & MATERIALS	322510	3/22/16	44.59
FEDEX	SPECIAL DELIVERY CHGS/ HR	322511	3/22/16	21.20
FELLOWS, M	REIMB: APA MEMBERSHIP	322512	3/22/16	295.00
FIT TO WORK INC	ERGONOMIC EVALUATION & REPORT	322513	3/22/16	426.25
GEORGE H WATERS NUTRITION CTR	NH COUNCIL BREAKFAST	322514	3/22/16	1,062.50
GEOSYNTEC CONSULTANTS INC	PARADISE CREEK PROJECT	322515	3/22/16	3,235.36
GORDON, J	REIMB: ANIMAL CARE CONFERENCE/PD	322516	3/22/16	74.29
GORMSEN APPLIANCE CO	CITY WIDE APPLIANCE REPAIRS	322517	3/22/16	706.32
GOVERNMENT FINANCE	MEMBERSHIP RENEWALS/FINANCE	322518	3/22/16	745.00
GRAINGER	MOP#65179 SUPPLIES / PW	322519	3/22/16	751.52
GRANICUS INC	GRANICUS WEBCASTING 3/1/16 -3/31/16	322520	3/22/16	1,477.35
GTC SYSTEMS INC	NETWORK ENGINEERING SERVICES FY16	322521	3/22/16	585.00
HERNANDEZ, R	REIMB: LICENSE RENEWAL	322522	3/22/16	73.52
HYDRO SCAPE PRODUCTS INC	MOP#45720 SUPPLIES / PW	322523	3/22/16	666.73
IRON MOUNTAIN	RECORDS/DOCUMENT STORAGE	322524	3/22/16	157.00
JJJ ENTERPRISES	CITY WIDE FIRE AND SECURITY ALARM	322525	3/22/16	330.00
RIMICCI, K	REFUND: PARKING CITATION	322526	3/22/16	90.00
KINSMAN CONSTRUCTION INC	POLICE DEPT. BUILDING PROJECT	322527	3/22/16	108,415.23
KONICA MINOLTA	COPIER EQUIPMENT LEASE / 2/1/16-2/29/16	322528	3/22/16	4,335.92
LASER SAVER INC	MOP 45725 PRINTER REPAIR/FINANCE	322529	3/22/16	416.79
LIEBERT CASSIDY WHITMORE	FIRE PAYROLL FLSA AUDIT	322530	3/22/16	963.00
LOZANO, M	SUBSISTENCE: DUI SEMINAR / PD	322531	3/22/16	640.00
MACHADO, A	REFUND: PARKING CITATION	322532	3/22/16	70.00
MAINTEX INC	JANITORIAL SUPPLIES-FACILITIES	322533	3/22/16	685.23
MASON'S SAW	REPAIRS AND PURCHASES OF SAWS	322534	3/22/16	945.61
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322535	3/22/16	6,529.50
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322536	3/22/16	2,721.03
MCDOUGAL LOVE ECKIS	LIABILITY CLAIM COSTS	322537	3/22/16	1,918.62



WARRANT REGISTER #38 3/22/2016

<u>PAYEE</u>	<u>DESCRIPTION</u>	CHK NO	<u>DATE</u>	AMOUNT
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS	322538	3/22/16	514.85
METRO FIRE & SAFETY	FIRE EXTINGUISHER SYSTEM	322539	3/22/16	395.00
MORRISON, R	REIMB: FRAMES FOR PROCLAMATIONS	322540	3/22/16	45.34
MOSSY NISSAN	PLUG SPARK / PW	322541	3/22/16	383.04
MULDERIG, S	REIMB: CPR TRAINING LUNCH	322542	3/22/16	88.06
NAGLE, D	SUBSISTENCE: 24 HR PERISHABLE SKILLS	322543	3/22/16	384.00
NATIONAL CREDIT REPORTING	CREDIT REPORTING / S8	322544	3/22/16	11.85
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS	322545	3/22/16	388.85
ORKIN	CITY WIDE PEST MAINTENANCE / PW	322546	3/22/16	416.50
PALOMAR COLLEGE FOUNDATION	ENTRANCE TO JOB FAIR / POLICE	322547	3/22/16	75.00
PEACE OFFICERS RESEARCH	PORAC - INS/WORKERS COMP	322548	3/22/16	110.00
PET EMERGENCY & SPCIALTY	ANIMAL CONTROL EXAM	322549	3/22/16	52.00
PORAC LEGAL DEFENSE FUND	LEGAL DEFENSE FUND / POLICE	322550	3/22/16	148.50
PRO BUILD	MOP#45707 SUPPLIES	322551	3/22/16	520.10
PROGRESSIVE ELECTRONICS	REPLACEMENT TRUNK VAULT / PW	322552	3/22/16	82.16
PROJECT PROFESSIONALS CORP	12TH ST. & D AVE. PROJECT	322553	3/22/16	51,354.51
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES	322554	3/22/16	448.49
RANDALL LAMB ASSOCIATES INC	NATIONAL CITY LIBRARY PROJECT	322555	3/22/16	5,232.50
RELY ENVIRONMENTAL	PUBLIC WORKS YARD PROJECT	322556	3/22/16	4,528.82
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24 HR PERISHABLE SKILLS/PD	322557	3/22/16	160.00
RIVERSIDE COUNTY SHERIFF DEPT	TUITION: 24 HR PERISHABLE SKILLS/PD	322558	3/22/16	160.00
RODRIGUEZ, G	REFUND: PARKING CITATION	322559	3/22/16	25.00
RODRIGUEZ, M	SUBSISTENCE: 2016 SD POLICE WORKSHOP	322560	3/22/16	402.30
ROJAS, R	REIMB: CHAPLAIN COURSE / PD	322561	3/22/16	1,311.22
S D COUNTY SHERIFF'S DEPT	SDCO RANGE USE / POLICE	322562	3/22/16	500.00
SAN BERNARDINO CNTY SHERIFF'S	TUITION: CERTIFIED MOTORCYCLE INSTRUCTOR	322563	3/22/16	1,159.00
SAN DIEGO COUNTY	WITNESS PROTECTION COURSE / PD	322564	3/22/16	150.00
SAN DIEGO GAS & ELECTRIC	PROPERTY TAXES 1ST INSTALLMENT	322565	3/22/16	520.93
SAN DIEGO MIRAMAR COLLEGE	106 REGIONAL ACADEMY UNITS/PD	322566	3/22/16	483.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPR TUITION PAYMENT/PD	322567	3/22/16	69.00
SAN DIEGO MIRAMAR COLLEGE	TUITION: CPR TUITION PAYMENT/PD	322568	3/22/16	46.00
SAN DIEGO REGIONAL	TUITION: CRIME & INTELLIGENCE/PD	322569	3/22/16	622.00
SAN DIEGO REGIONAL	TUITION: MEDIA RELATIONS/PD	322570	3/22/16	295.00
SAN DIEGO REGIONAL PUBLIC	PETTY CASH FUND/PD	322571	3/22/16	8.00
SDG&E	GAS & ELECTRIC UTILITIES	322572	3/22/16	61,241.69
SHANAHAN, M	SUBSISTENCE: CERT MOTORCYCLE COURSE/PD	322573	3/22/16	1,280.00
SMART & FINAL	MOP 45756 MISC SUPPLIES/COMM SVC	322574	3/22/16	48.42
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES	322575	3/22/16	470.02
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL / PW	322576	3/22/16	34.96
STANICH, C	SUBSISTENCE: 24 HR PERISHABLE SKILLS / PD	322577	3/22/16	384.00
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / PD	322578	3/22/16	1,661.47
SWEETWATER AUTHORITY	WATER SERVICE UTILITIES	322580	3/22/16	15,024.72
TOM MOYNAHAN	MOP 45737 TOWING SVC/PD	322581	3/22/16	200.00
TOPECO PRODUCTS	MOP 63849 MISC SUPPLIES/FIRE	322582	3/22/16	30.56
U S BANK	CREDIT CARD EXPENSES/PW	322583	3/22/16	843.63
UNDERGROUND SERVICE ALERT	UNDERGROUND SERVICE ALERT	322584	3/22/16	184.50
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS	322585	3/22/16	1,431.40
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 SUPPLIES / PW	322586	3/22/16	498.07
VALLEY POWER SYSTEMS INC	COOLANT SENSOR / PW	322587	3/22/16	3,419.90



WARRANT REGISTER #38 3/22/2016

PAYEE	DESCRIPTION		<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VISTA PAINT	MOP 68834 PAINT SUPP	LIES/NSD	322588	3/22/16	480.56
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES-F	W	322589	3/22/16	3,001.68
WEST PAYMENT CENTER	CLEAR INVESTIGATIVE I	DATABASES	322590	3/22/16	473. 4 9
WILLY'S ELECTRONIC SUPPLY	MOP 45763 MISC SUPPL	IES/FIRE	322591	3/22/16	471.17
YBARRA, A	SUBSISTENCE: TASER II	NSTRUCTOR/PD	322592	3/22/16	192.60
				A/P Total	344,427.39
	Start Date	End Date			
SECTION 8 HAPS PAYMENTS	3/16/2016	3/22/2016			10,573.00
		GRAND TOTAL		_	355,000.39

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 3720 HEREBY CERTIFY TO THE ACCURACY OF THE DE AVAILABILITY OF FUNDS FOR THE PAYMENT THER CLAIMS AND DEMANDS HAVE BEEN AUDITED AS RE	MANDS LISTED ABOVE AND TO THE EOF AND FURTHER THAT THE ABOVE
MARK ROBERTS, FINANCE	LESLIE DEESE, CITY MANAGER
FINANCE COMMIT	TTEE
RONALD J. MORRISON, MAY	OR-CHAIRMAN
JERRY CANO, VICE-MAYOR	ALEJANDRA SOTELO-SOLIS, MEMBER
MONA RIOS, MEMBER	ALBERT MENDIVIL, MEMBER
I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AT THE CITY TREASURER IS AUTHORIZED TO ISSUE SABY THE CITY COUNCIL ON THE 19th OF APRIL, 2016.	AND DEMANDS WERE APPROVED AND ID WARRANTS IN PAYMENT THEREOF
AYES	
NAYS	
ABSENT	

The following page(s) contain the backup material for Agenda Item: Public Hearing to consider the adoption of the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd Widening (NC01), Street Resurfacing (NC03), Traffic

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 19, 2016 AGENDA ITEM NO.

	n.n			
—		_	_	

Public Hearing to consider the adoption of the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Bivd Widening (NC01), Street Resurfacing (NC03), Traffic Signal Install/Upgrades (NC04) and Citywide Safe Routes to School (NC15).

PREPARED BY: Stephen Manganiello DEPARTMENT: Engineering/Public Works

At 1. Wangamille

PHONE: 619-336-4382 APPROVED BY:

EXPLANATION:

See attached.

FINANCIAL STATEMENT:	APPROVED:	Financ
ACCOUNT NO.	APPROVED:	MIS

N/A

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: FINAL ADOPTION:

STAFF RECOMMENDATION:

Hold Public Hearing to consider the adoption of the *TransNet* Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

- 1. Explanation w/ List of Projects
- 2. Resolution

EXPLANATION

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance). The *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds.

Local agencies receiving *TransNet* funds are required to update their portion of the *TransNet* Local Street Improvement Program of Projects every two years. Based on the estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2017 through 2021 provided by SANDAG, staff proposes the following five-year program:

Project Name (ID)	Project No.	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Plaza Boulevard Widening (NC01)	6569	\$400,000	\$500,000	\$0	\$0	\$0
Street Resurfacing (NC03)	6035	\$200,000	\$300,000	\$700,000	\$800,000	\$1,100,000
Traffic Signal Install/Upgrades (NC04)*	6558	\$216,000	\$71,000	\$28,000	\$86,000	\$138,000
Citywide Safe Routes to School (NC15)	6166	\$200,000	\$200,000	\$400,000	\$400,000	\$400,000
DRAFT <i>TransNet</i> Revenue Forecast (SANDAG - revised 2/2/2016)	Total (est.)	\$1,016,000	\$1,071,000	\$1,128,000	\$1,286,000	\$1,638,000

^{* \$8,000} from NC04 will be programmed annually to satisfy National City's fair-share contribution to the Regional Arterial Management System (RAMS).

If the above list of projects programmed to receive *TransNet* local streets funding for fiscal years 2017 through 2021 is adopted by City Council, SANDAG staff will program these projects into the 2016 Regional Transportation Improvement Program (RTIP) for SANDAG Board review.

The following page(s) contain the backup material for Agenda Item: Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: AGENDA ITEM NO. April 19, 2016

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Public Hearing of the City Council of the City of National City to consider amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to

National City Municipal Code Section 4.52.100 and consistent with Government Code Section 66017. proposing to increase the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016. PREPARED BY: Stephen Manganiello **DEPARTMENT:** Engineering & Public Works PHONE: 619-336-4382 APPROVED BY: Sty Mangamello **EXPLANATION:** See attached. **FINANCIAL STATEMENT:** APPROVED: **Finance** ACCOUNT NO. APPROVED: MIS N/A **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: | FINAL ADOPTION: | STAFF RECOMMENDATION: Hold public hearing to consider amending the previously adopted TDIF schedule and annual adjustment to the TDIF. **BOARD / COMMISSION RECOMMENDATION:** N/A **ATTACHMENTS:**

- 1. Explanation
- 2. Transportation Impact Fee Program Report (on file at City Clerk's Office)

Explanation

On April 1, 2008, to satisfy the requirements of the *TransNet* Regional Transportation Congestion Improvement Program (RTCIP) for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 "Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City".

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 26, 2016 the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016.

Per the RTCIP, local agencies are required to implement the annual fee adjustment set by SANDAG. Failure to do so will result in loss of *TransNet* funding for improvements to local streets. If adopted by City Council, the new fee would go into effect on July 1, 2016. A copy of the City's Transportation Impact Fee Program and fee schedule is available at the City Clerk's Office. Public notice was provided by the City Clerk's Office in accordance with Government Code Section 66017.

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City adopting the TransNet Local Street Improvement Program of Projects for National City for Fiscal Years 2017 through 2021 consisting of the following projects: Plaza Blvd. Widening (NC01), Street R

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: April 19, 2016	AGENDA ITEM NO.
ITEM TITLE:	
Improvement Program of Projects for National Cit	lational City adopting the <i>TransNet</i> Local Street y for Fiscal Years 2017 through 2021 consisting of CO1), Street Resurfacing (NCO3), Traffic Signal to School (NC15).
PREPARED BY: Stephen Manganieilo	DEPARTMENT: Engineering/Public Works
PHONE: 336-4382	APPROVED BY:
EXPLANATION:	HD11
See attached.	My Mangamelle
FINANCIAL STATEMENT:	APPROVED: Finance
ACCOUNT NO. 307-0000-3466	APPROVED: MIS
Resolution will authorize the receipt of TransNet Propos	ition A Funds from SANDAG to National City.
ENVIRONMENTAL REVIEW:	
N/A	
ORDINANCE: INTRODUCTION: FINAL ADO	PTION:
STAFF RECOMMENDATION:	

ATTACHMENTS:

N/A

Explanation w/ List of Projects
 Resolution

BOARD / COMMISSION RECOMMENDATION:

Adopt the Resolution.

EXPLANATION

On November 4, 2004, the voters of San Diego County approved the San Diego Transportation Improvement Program Ordinance and Expenditure Plan (*TransNet* Extension Ordinance). The *TransNet* Extension Ordinance provides that SANDAG, acting as the Regional Transportation Commission, shall approve on a biennial basis a multi-year program of projects submitted by local jurisdictions identifying those transportation projects eligible to use transportation sales tax (*TransNet*) funds.

Local agencies receiving *TransNet* funds are required to update their portion of the *TransNet* Local Street Improvement Program of Projects every two years. Based on the estimate of annual *TransNet* local street improvement revenues for Fiscal Years 2017 through 2021 provided by SANDAG, staff proposes the following five-year program:

Project Name (ID)	Project No.	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Plaza Boulevard Widening (NC01)	6569	\$400,000	\$500,000	\$0	\$0	\$0
Street Resurfacing (NC03)	6035	\$200,000	\$300,000	\$700,000	\$800,000	\$1,100,000
Traffic Signal Install/Upgrades (NC04)*	6558	\$216,000	\$71,000	\$28,000	\$86,000	\$138,000
Citywide Safe Routes to School (NC15)	6166	\$200,000	\$200,000	\$400,000	\$400,000	\$400,000
DRAFT <i>TransNet</i> Revenue Forecast (SANDAG - revised 2/2/2016)	Total (est.)	\$1,016,000	\$1,071,000	\$1,128,000	\$1,286,000	\$1,638,000

^{* \$8,000} from NC04 will be programmed annually to satisfy National City's fair-share contribution to the Regional Arterial Management System (RAMS).

On April 19, 2016, in accordance with Section 5(A) of the *TransNet* Extension Ordinance and Rule 7 of SANDAG Board Policy No. 31, the City Council of the City of National City held a noticed public hearing that clearly identified the proposed list of projects as summarized above.

If the above list of projects programmed to receive *TransNet* local streets funding for fiscal years 2017 through 2021 is adopted by City Council, SANDAG staff will program these projects into the 2016 Regional Transportation Improvement Program (RTIP) for SANDAG Board review.

It shall be noted that the accompanying Resolution contains provisions required by SANDAG, which have been reviewed and accepted by staff. While one such provision is a "hold harmless" provision, staff has determined that risk to the City is minimal since SANDAG's involvement in National City's *TransNet*-funded projects is limited to accounting processes and financial audits.

The following page(s) contain the backup material for Agenda Item: A Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

AGENDA ITEM NO. **MEETING DATE:** April 19, 2016

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A Resolution of the City Council of the City of National City amending the previously adopted Transportation Development Impact Fee (TDIF) schedule and annual adjustment to the TDIF, pursuant to National City Municipal Code Section 4.52.100 and consistent with Government Code section 66017,

approving an increase in the TDIF by 2%, as required by SANDAG, resulting in the fee adjusting from \$2.310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016. **DEPARTMENT:** Engineering/Public Works PREPARED BY: Stephen Manganiello APPROVED BY: PHONE: 619-336-4382 Sty 17. Wayanielle **EXPLANATION:** See attached. Finance FINANCIAL STATEMENT: APPROVED: APPROVED: ACCOUNT NO. Transportation Impact Fee (TIF) Fund Revenue Accounts: 325-00139-3162 and 325-00139-3163; Expenditure Accounts: 325-409-500-598-6569 (97% of fees collected); 325-409-000-213-0000 (2% of fees collected); 325-409-000-650-9005 (1% of fees collected) **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: FINAL ADOPTION: **STAFF RECOMMENDATION:** Adopt the Resolution amending the previously adopted TDIF schedule and annual adjustment to the TDIF. **BOARD / COMMISSION RECOMMENDATION:** N/A. **ATTACHMENTS**:

- 1. Explanation
- 2. Resolution

Explanation

In November 2004, San Diego County voters approved local Proposition A extending the TransNet ½ cent sales tax to fund the region's transportation system for 40 years. As part of Proposition A and the *TransNet* Extension Ordinance, the Regional Transportation Congestion Improvement Program (RTCIP) was created to ensure that new development directly invests in the region's transportation system to offset the negative impacts of growth on congestion and mobility. One of the requirements of the RTCIP was that by July 1, 2008, each local agency must contribute \$2,000 from exactions imposed on the private sector for each new residence constructed within each jurisdiction. Failure to do so would result in an agency's loss of *TransNet* funding for improvement of local streets. Cities have the authority to impose impact fees under the *Mitigation Fee Act* contained in California Government Code sections 66000 through 66025.

Therefore, on April 1, 2008, to satisfy the requirements of the *TransNet* RTCIP for receipt and expenditure of *TransNet* funds, City Council adopted Ordinance No. 2008-2310 amending Title 4 of the National City Municipal Code by adding Chapter 4.52 "Establishing and Approving a Transportation Development Impact Fee for Capital Improvement Projects Necessary to Maintain Acceptable Levels of Traffic and Transportation Service Within the City".

The *TransNet* Extension Ordinance requires that the RTCIP transportation mitigation fee charged by local jurisdictions be adjusted every year on July 1 in order to maintain the purchasing power of the program for improvements to the Regional Arterial System. On February 26, 2016, the SANDAG Board of Directors approved a 2 percent adjustment to the RTCIP, raising the minimum fee from \$2,310 per new residential dwelling unit to \$2,357 per unit beginning July 1, 2016.

The following summarizes the adjusted Transportation Development Impact Fee (TDIF) schedule for new residential development, which will go into effect on July 1, 2016, if adopted by City Council. The TDIF shall be collected prior to the issuance of any building permit for new residential development in the City of National City. A copy of the City's Transportation Impact Fee Program and fee schedule is available at the City Clerk's Office.

Residential Land Use	Fee	
Single-family	\$ 2,357 per dwelling unit	
Multi-family	\$ 2,357 per dwelling unit	

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a three-year, on-call Agreement with A Reason to Survive, Inc. (ARTS) in the not-to-exceed amount of \$500,000 to provide capital public art projects, community ou

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE:	April 19, 2016		AGENDA ITEM NO.
Agreement with A f	ity Council of the City of National (Reason to Survive, Inc. (ARTS) in community outreach and educ gram.	the not-to-exceed amount of \$500	,000 to provide capital
PREPARED BY: SPHONE: 619-336-4 EXPLANATION: See attached.	Stephen Manganiello I382	APPROVED BY:	ngineering/Public Works Manyamell
FINANCIAL STATI	EMENT:	APPROVED:	Finance
ACCOUNT NO. Funds are approp	oriated in various CIP accounts and future capital grants, and/or <u>REVIEW</u> :		MIS
·	ENDATION: executing an Agreement with A SSION RECOMMENDATION:	Reason to Survive, Inc. (ARTS).
ATTACHMENTS: 1. Explanatio 2. Agreemen 3. Resolution	t [.]		

Explanation:

On June 16, 2015, through adoption of City Council Resolution 2015-102, the City and A Reason to Survive, Inc. (ARTS) entered into a five-year Lease Agreement, effective July 1, 2015, wherein ARTS agreed to operate the City's Arts Center located at 200 E. 12th Street to enrich the lives of National City residents by providing arts, culture and educational resources.

Consistent with the terms of the Lease Agreement, ARTS has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity.

Based on review of their performance and qualifications providing capital public art projects, community outreach and education for residents of National City, staff has determined that ARTS is qualified by experience and ability to perform the services desired by the City and recommends executing a three-year, on-call Agreement with ARTS in the not-to-exceed amount of \$500,000. A general scope of services and fee schedule is included as Exhibit "A" to the attached Agreement.

Funds are appropriated in various CIP accounts for FY 2016. The Agreement will be funded primarily through existing and future capital grants, and/or local grant matching funds. The projects, outreach and education provided by ARTS under this Agreement will be separate and distinct from those efforts required of ARTS under the Lease Agreement.

AGREEMENT BY AND BETWEEN THE CITY OF NATIONAL CITY AND A REASON TO SURVIVE, INC. (ARTS)

THIS AGREEMENT is entered into on this 19th day of April, 2016, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and A REASON TO SURVIVE, INC. (ARTS), a California non-profit corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide capital public art projects, community outreach and education, on an as-needed basis, in support of National City's Capital Improvement Program.

WHEREAS, on June 16, 2015, through adoption of City Council Resolution 2015-102, the CITY and the CONSULTANT entered into a five-year Lease Agreement, effective July 1, 2015, wherein the CONSULTANT agreed to operate the CITY'S Arts Center located at 200 E. 12th Street to enrich the lives of National City residents by providing arts, culture and educational resources.

WHEREAS, consistent with the terms of the Lease Agreement, the CONSULTANT has been a catalyst in delivering arts, culture and education programs and projects in National City, and has created a movement behind the importance of the arts as a prevention and intervention vehicle to create positive transformation in children and youth facing adversity.

WHEREAS, based on review of the CONSULTANT'S performance and qualifications providing art projects, community outreach and education for residents of National City, the CITY has determined that the CONSULTANT is a California non-profit corporation and a 501(c)(3) Non-profit, and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

WHEREAS, per the terms of the Lease Agreement, the CONSULTANT is required to deliver a minimum of \$75,000 in capital public art projects per year.

WHEREAS, any and all capital public art projects delivered by the CONSULTANT under this Agreement shall be considered separate and distinct from the projects required under the Lease Agreement, and therefore, will not relieve the CONSULTANT of its obligations under the Lease Agreement.

WHEREAS, the CONSULTANT agrees that upon completion of all capital public art projects, the physical works of art shall be transferred to the CITY and the CONSULTANT waives and releases all rights of ownership to the work of art.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. ENGAGEMENT OF CONSULTANT. The CITY agrees to engage the CONSULTANT, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

- 2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on April 19, 2016. The duration of this Agreement is for the period of April 19, 2016 through April 18, 2019. With mutual agreement of the parties, this Agreement may be extended for an additional three-year period, through April 18, 2022.
- 3. <u>SCOPE OF SERVICES</u>. The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, providing capital public art projects, community outreach and education, on an as-needed basis, in support of National City's Capital Improvement Program.

The CONSULTANT will be expected to submit proposals for individual project task orders in a timely manner, consistent with the general scope of services in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time and materials basis, consistent with the detailed scope of work and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CTTY may unitaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services, not to exceed a factor of 15% from the base amount.

4. PROJECT COORDINATION AND SUPERVISION. Stephen Manganiello, Director of Public Works / City Engineer hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Ashleigh Starke, Director of Programs, thereby is designated as the Project Director for the CONSULTANT.

5. <u>COMPENSATION AND PAYMENT</u>. The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$500,000 (the Base amount) without prior written authorization from the Project Coordinator. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the Project Coordinator.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

- 6. ACCEPTABILITY OF WORK. The City shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the City cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the City or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the City shall each prepare a report which supports their position and file the same with the other party. The City shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.
- 7. <u>DISPOSITION AND OWNERSHIP OF DOCUMENTS</u>. The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section

- 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.
- 8. <u>INDEPENDENT CONTRACTOR</u>. Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

- 9. <u>CONTROL</u>. Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.
- 10. COMPLIANCE WITH APPLICABLE LAW. The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.
- LICENSES, PERMITS, ETC. The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. STANDARD OF CARE.

- A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.
- C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
- 13. NON-DISCRIMINATION PROVISIONS. The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
- 14. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without

any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

- agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.
- of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.
- 17. INSURANCE. The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following checked insurance policies:

 A.

 If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile Insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and

employees as additional insureds, and a separate additional insured endorsement shall be provided.

- C. Commercial General Liability Insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".
- D. Workers' Compensation Insurance in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

- E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.
- F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.
- G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.
- H. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CTTY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.
- I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.
- 18. <u>I.ECAL FEES</u>. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") before resorting to arbitration. The costs of mediation shall be borne equally by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or breach thereof, which is not resolved by mediation shall be settled by arbitration in San Diego, California, in accordance with the Commercial Arbitration Rules of the AAA then existing. Any award rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in any court having jurisdiction over the subject matter of the controversy. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the costs of its own experts, evidence and attorneys' fees, except that the arbitrator may assess such expenses or any part thereof against a specified party as part of the arbitration award.

20. **TERMINATION**.

- A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.
- B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.
- D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.
- E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Stephen Manganiello

Director of Public Works / City Engineer Engineering & Public Works Department

City of National City

1243 National City Boulevard National City, CA 91950-4301

To CONSULTANT:

Matt D'Arrigo CEO / Founder A Reason to Survive, Inc. 200 E. 12th Street National City, CA 91950

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The

it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

CONSULTANT represents that it has no knowledge of any financial interests that would require

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

23. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720,1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. MISCELLANEOUS PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

- I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.
- J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

A DELACONITO CUDATATE INC. (ADTC)

CITY OF NATIONAL CITY	A REASON TO SURVIVE, INC. (ARTS)
By: Ron Morrison, Mayor	By: Matt D'Arrigo, CEO / Founder
	By:
APPROVED AS TO FORM:	
Claudia Gacitua Silva City Attorney	-

EXHIBIT "A"

A Reason to Survive | ARTS

Changing the life trajectory of youth through the arts and creativity

200 E 12th Street National City, CA 91950 Phone: 619.297.2787 Web: www.areasontosutvive.org

Mr. Stephen Manganiello Director of Public Works/City Engineer National City Engineer Division 1243 National City Blvd. National City, CA 91950

4/7/2016

Dear Steve:

A Reason to Survive (ARTS) respectfully submits a proposal to National City to provide capital public art projects, community outreach and education, on an as-needed basis, in support of National City's Capital Improvement Program. ARTS will competitively select local artists, as-needed, and provide community engagement to recruit volunteers and at risk youth to participate in designing and implementing art and educational elements for City Capital Improvement Projects.

BACKGROUND

A Reason To Survive (ARTS) is dedicated to providing, supporting and advocating for arts programs that Heal, Inspire and Empower youth facing adversity. Since 2001, ARTS has created positive change in 50,000+ youth struggling with adversity through a sequential program model of therapeutic arts programs, arts education, & real-world work experience. The Heal, Inspire, & Empower pipeline correlates with Maslow's Hierarchy of Needs & supports a healthy life trajectory that helps youth succeed emotionally, socially, academically & vocationally.

- HEAL: Therapeutic arts for youth coping with immediate crisis.
- <u>INSPIRE</u>: Formal arts education targets youth moving through crisis to strengthen creative & essential life skills.
- <u>EMPOWER</u>: Intensive, arts-based college & job readiness experiences, paying jobs, exhibition opportunities, & mentorship.

Since Moving to National City in 2012, ARTS has grown to offer the following multi-disciplinary services for youth facing adversities:

- ARTS Center with three core programs: HEAL, INSPIRE, EMPOWER
- ARTS Enterprise (micro-enterprise)
- Creating Vibrant Neighborhoods Initiative

SCOPE OF SERVICES

I. PROJECT OVERVIEW

ARTS, in collaboration with local artists, elementary, middle and high school students, and community volunteers, will design and implement art and educational elements for City Capital Improvement Projects, on an as-needed basis, under the direction of City staff. Examples of capital public art projects include walkways and gateway improvements; murals – such as the "A" Avenue educational creek-themed art wall; decorative

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200 E 12th Street National City, CA 91950 Phone: 619.297.2787

Web: www.areasontosurvive.org

benches, light posts and bike racks; landscape, streetscape and park improvements – such as Butterfly Park; and ARTS educational / interpretive signage.

II. PROJECT PROPOSALS, MEETINGS AND NOTIFICATIONS

ARTS will submit proposals for individual project task orders in a timely manner. Task order proposals will include a detailed scope of work, schedule of deliverables and "not-to-exceed" cost estimate. ARTS will attend project scoping meetings with City staff as necessary. Work will not begin until the City's Project Coordinator issues a Notice to Proceed (NTP) upon approval of each individual task order. After receipt of an NTP, ARTS will coordinate a project kick-off meeting to include City staff and other key participants. ARTS will notify the City's Project Coordinator of all subsequent project design meetings, workshops and public events. ARTS will also notify the City's Project Coordinator in advance of key decision points and major project milestones to obtain feedback and direction to ensure consistency with the project scope of work and community character.

III. PROJECT ACTIVITIES

A. Methodology

ARTS has been trained by The Pomegranate Center, a nationally recognized leader in community building through public art, with a goal to make neighborhoods more livable, sustainable, and socially engaged. The methodology engages residents in meaningful ways to imagine, plan and create community art, which is designed to build social capital and local identity.

To date, ARTS has hosted three Pomegranate Center trainings in National City, training over 60 local artists and community leaders in the methodology. The experiential learning training series and project-build is designed to empower leaders to use art as a vehicle for community building. Each day is a mix of lecture, practice, discussion, case studies and hands-on application that covers the following thematic content:

- Community Building: Philosophy and Principles
- Community Project Planning
- Facilitation
- Turning Ideas Into Action
- Principles of Leadership

B. Artists Selection

ARTS will conduct artist searches, as-needed, by means of a "call to artist" or RFQ, and employ them with a work-for-hire agreement. ARTS will require that they follow guidelines of community-based design by having at least one meeting with a relevant community group (see Key Partnerships section below). The process will be open to all residents of San Diego County, with preference to residents of National City.

A Reason to Survive | ARTS

Changing the life trajectory of youth through the aris and creativity

ZUU E 12th Street National City, CA 91950 Phone: 619,297,2787

Web: www.areasontosurvive.org

Artists will be required to completed an application form and submit a statement of interest, resume, and work sample. Applications will be reviewed by a team at ARTS and selected according to the following criteria:

- Experience as an arts educator or have experience working with youth
- Proven experience as a community organizer
- A professional, experienced artist
- Must have completed or is scheduled to complete an ARTS hosted Pomegranate Center Training

C. Artistic Elements

The artistic elements of capital public art projects may include, but are not limited to, painting, mosaic, sculpture, metal work, woodwork, framed artwork and other media appropriate for indoor & outdoor use. The materials used to create these works may include paint, mosaic tiles, glass tiles, stones and river rocks, mirrors, and other recycled materials.

D. Engineering

ARTS will ensure that all design elements requiring engineering and/or permitting is determined through consultations with National City staff, and subsequently submitted to the National City Engineering Division for review and approval, prior to commencing work.

IV. COMMUNITY ENGAGEMENT

A. Key Partnerships

Key partners for capital public art projects may include, but are not limited to, the City of National City, Boys and Girls Club of America, local Elementary Schools, National City Middle School, Granger Jr High School, Sweetwater High School, Olivewood Gardens, San Diego Community Garden Network, Health and Human Services Agency, National City Nutrition Center, and service organizations.

B. Volunteer Participants

ARTS will engage a minimum of 100 youth and adults from National City and surrounding communities, in the design and implementation of capital public art projects. Participants will be invited to attend Community Design Workshops, Open Houses, Early Success Art-making Workshops and "Project Builds".

C. Youth Apprenticeships

ARTS will seek to partner with Sweetwater High School and other local high schools to offer paid and/or service learning apprenticeships for youth to learn and apply skills from professional artists on projects. Apprenticeships may include, but are not limited to, Mixed Media, 3D Design, Landscape Architecture, Mosaics, Community Art, Documentation, Woodworking, and Metal Fabrication.



Staff Cost Sheet

Director of Programs \$40/hr

Director of Operations \$40/hr

Community Arts Manager \$27/hr

Director of Creativity \$26/hr

Empower Manager \$25/hr

Media Arts Department Lead \$22/hr

Youth Apprenticeships \$12/hr

Outreach Coordinator \$20/hr (in-kind)

Support Artists Varies

Project Manager/Lead Designer Varies



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in liquid 5 such and second conference.

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The following page(s) contain the backup material for Agenda Item: Seeking direction and approval from City Council to establish an annual Volunteer Recognition Event beginning in the summer of 2016. (Community Services)

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

IEETING DATE: April 19, 2016	AGENDA ITEM NO.
ITEM TITLE:	
Seeking direction and approval from City Counci beginning in the summer of 2016. (Community S	to establish an annual Volunteer Recognition Event ervices)
PREPARED BY: Audrey Denham PHONE: 619-336-4243	DEPARTMENT: Community Services APPROVED BY:
EXPLANATION: See attached staff report.	
FINANCIAL STATEMENT: ACCOUNT NO.	APPROVED: Finan APPROVED: MIS
N/A ENVIRONMENTAL REVIEW: N/A	
	DOPTION:
STAFF RECOMMENDATION:	
See attached staff report.	
BOARD / COMMISSION RECOMMENDATION: N/A	
ATTACHMENTS: 1. Staff Report 2. Attachment A – Staff Report from Septer	nber 1, 2016 City Council Meeting

Staff Report

Seeking direction and approval from City Council to establish an annual Volunteer Recognition Event beginning in the summer of 2016.

Background

At the September 1, 2015 City Council meeting Staff provided various ideas for volunteer recognition including a volunteer appreciation event (see attachment A). The preliminary FY17 Non-Departmental budget includes \$5,550 for boards/commissions.

Discussion

The City of National City has 277 volunteers that are categorized as City Boards and Commissions, City Registered Volunteers, and Ad-Hoc Advisory Committee Members. Staff has researched and provided three options for an annual Volunteer Recognition Event to be held during the summer of 2016. The event would include a meal for the volunteers and entertainment provided by A Reason to Survive (ARTS) music ensemble. Each option includes the cost for food, beverages, dessert, tables, chairs, linens, centerpieces and entertainment.

Option	Attendees	Location	Meal	Price
1	277 (Volunteers only)	MLK Community Center	Lunch	\$3,400
2	277 (Volunteers only)	Kimball Park	Dinner	\$3,900
3	554 (Volunteers plus Guest)	Kimball Park	Dinner	\$7,200

With option 3 the cost exceeds the preliminary FY17 budgeted amount of \$5,550 by \$1,650. This increased amount could be covered in the Community Services budget for FY17. For future events the amount would be included in the Community Services budget, which is approved by City Council annually.

Additional Recognition Program

In the preliminary FY17 budget, Staff has requested a new position whose main function is the management of City volunteer programs, including volunteer recognition. Staff will return to City Council with a volunteer recognition program and associated costs for City Council approval.

Staff Recommendation

Seeking direction and approval from City Council to establish an Annual Volunteer Recognition Event for City Boards and Commissions, City Registered Volunteers, and Ad-Hoc Advisory Committee Members; options include, 1) lunch in MLK Community Center for \$3,400; 2) dinner in Kimball Park for \$3,900; 3) dinner in Kimball Park for volunteers plus a guest for \$7,200. Staff will bring back a Temporary Use Permit for City Council approval for a Volunteer Recognition Event to be hosted in the summer of 2016.

CITY OF NATIONAL CITY, CALIFORNIA **COUNCIL AGENDA STATEMENT**

MEETING DATE:

Attachment A

September 1, 2015 AGENDA ITEM NO. ITEM TITLE: Seeking input and direction from City Council to establish a formal National City Volunteer Recognition Program. (Community Services) PREPARED BY: Audrey Denham **DEPARTMENT: Community Services** PHONE: 619-336-4243 APPROVED BY: **EXPLANATION:** See attached staff report. FINANCIAL STATEMENT: APPROVED: _____Finance ACCOUNT NO. APPROVED: MIS NA **ENVIRONMENTAL REVIEW:** N/A ORDINANCE: INTRODUCTION: | FINAL ADOPTION: STAFF RECOMMENDATION: See attached staff report. **BOARD / COMMISSION RECOMMENDATION:** N/A ATTACHMENTS: 1. Staff Report

Staff Report

Seeking input and direction from City Council to establish a formal National City Volunteer Recognition Program.

Background

The City of National City relies on an array of volunteers to serve on boards and commissions, assist with community projects, and share their time and talent in many aspects of our day-to-day programs and operations. Recognition helps sustain volunteers in the roles they serve and can encourage others in the community to look to the City as a volunteer opportunity.

National City's current *Volunteers and Unpaid Interns* administrative policy (Instruction No. 04.09) defines a volunteer as an individual who is donating time to the City without monetary compensation* for hours worked, including students seeking community service hours in compliance with school district graduation requirements. (*NCMC 16.06.070 – allows planning commission members to receive compensation in the form of a stipend, as determined by the City Council. For purposes of the proposed Volunteer Recognition Program, the members of the Planning Commission are considered volunteers.)

An episodic/short-term volunteer is defined as an individual who is donating less than 20 hours of time per fiscal year. For students seeking community service hours in compliance with school district graduation requirements, an episodic volunteer is defined as less than 35 hours of time per fiscal year.

Discussion

The City of National City may have up to 666 volunteers at any given time depending on a number of factors, including board/commission vacancies, ad-hoc committees, episodic volunteers, etc. Below is a breakdown of the city's current volunteer base:

Volunteer Type	Current #	Membership
City Boards & Commissions	44	7 Boards/Commissions; Port Commissioner; Sweetwater Authority Representative
City Registered Volunteers	208	All City department volunteers; unpaid interns; CERT Team Members
Ad-Hoc Advisory Committee Members	25	Tobacco (smoke free) Committee; War Memorial Advisory Committee
Episodic/Short-term Volunteers	389 Approx.	Students seeking community service hours; community service day volunteers; special projects

Staff research shows that in the 1980s through the early 1990s, National City hosted an annual appreciation dinner for City Board/Commission Members and their spouses. However, it appears in 1994, the program was eliminated due to budgetary constraints. Between 2003 and 2007, the City hosted a few volunteer recognition events that were once again stopped due to budgetary constraints. The City, however, continued to budget \$5,433 for boards/commissions, with a \$200 increase in FY05 and a \$9 increase in FY16 bringing the total budget to \$5,550, an amount which remains in the Non-Departmental budget today.

With economic and budgetary conditions improving, the City Council has discussed a desire to institute a formal volunteer recognition program.

National City's current practice is to recognize volunteers at the department level.

- National City Public Library: The Library recognizes its volunteers as part of the Literacy Program. The Library hosts an annual volunteer appreciation event and invites their general library volunteers, volunteer tutors and learners, and other literacy agencies' key staff, to share their experience with the program. Recognition includes certificates of recognition, food and entertainment, depending on the budget.
- National City Police Department: The Police Department recognizes its volunteer reserve officers with an annual banquet consisting of awards and recognitions. The city budgets \$1,500 a year toward the event.
- National City Senior Nutrition Center: As funding exists, the Nutrition Center
 provides its volunteers with a luncheon or holiday party, and presents certificates
 of appreciation.

Volunteer Recognition in the San Diego Region

A survey of countywide cities reveals that only a few cities have established a formal volunteer recognition program; however, many of the cities recognize volunteers at the department level. Recognition is most commonly done in conjunction with an annual reception or lunch, and includes thank you cards from the City Council, a city t-shirt, pin, or other form of appreciation.

- Carlsbad The city does not have a formal volunteer recognition program; however, each year volunteers receive a gift, such as a city pin, t-shirt, coffee mug, etc. In addition, each department hosts one to two volunteer recognition parties per year. Board Members and Commissioners are recognized with an annual dinner.
- Chula Vista The city does not have a formal volunteer recognition program;
 each department recognizes volunteers in their own special way. The City Clerk's

- office recognizes Board Members and Commissioners separately with an annual dinner or luncheon.
- Coronado The city does not have a formal volunteer recognition program; each department recognizes volunteers in their own special way.
- Del Mar The city hosts an annual volunteer lunch/reception for volunteers and Board Members/Commissioners; mementoes containing the city logo and thank you cards signed by the Mayor are given to all volunteers during the event.
- El Cajon The city does not have a formal volunteer recognition program; each
 department recognizes volunteers in their own special way. The Police
 Department recognizes the Senior Volunteer Patrol with an annual luncheon.
 Board Members and Commissioners receive a certificate when their term is over.
- Encinitas The city does not have a formal volunteer recognition program; each
 department recognizes volunteers in their own special way. Board Members and
 Commissioners are recognized with an annual dinner.
- Escondido The city does not have a formal volunteer recognition program;
 each department recognizes volunteers in their own special way. Board
 Members and Commissioners receive a certificate and letter from the Mayor.
- Imperial Beach The city does not have a formal volunteer recognition program; however, volunteers are invited to attend the city's annual employee luncheon.
- La Mesa The city hosts a small annual volunteer reception and presents certificates of appreciation. Board Members/Commissioners and a guest are invited to a small event with snacks and refreshments and certificates for outgoing members. Volunteers that completed a certain number of hours receive a special award: 1,000 hours = plaque; 5,000 hours = trophy; and 10,000 hours = bronze star on the city's "Walkway of the Stars".
- Lemon Grove The city does not have a formal volunteer recognition program.
- Poway The city hosts an annual volunteer recognition dinner for volunteers and Board Members/Commissioners. All new volunteers receive a city pin and each department recognizes volunteers through parties, certificates, memorabilia with the city logo, etc.
- San Marcos The city does not have a formal volunteer recognition program;
 each department recognizes volunteers in their own special way. Board Members and Commissioners receive a certificate when their term is over.
- Santee The city previously held an annual volunteer dinner/recognition ceremony with individual awards. As a result of budgetary and staffing

constraints, the program was eliminated. Currently, each department recognizes volunteers in their own special way.

- Solana Beach The city does not have a formal volunteer recognition program but occasionally presents coffee cups, paper weights, etc. with the city logo.
- Vista The city does not have a formal volunteer recognition program; each
 department recognizes volunteers in their own special way. Board Members and
 Commissioners are recognized with an annual dinner.

Volunteer Recognition

Volunteer recognition is an important component of any program. It acknowledges accomplishments, reinforces efforts, and is a sign of appreciation and tells volunteers how important they are to the success of the organization and thanking them for the work they do. Recognition may be done in a number of ways, a few of which are highlighted below.

Board Members/Commissioners, Ad-Hoc Advisory Committee Members and Registered Volunteers (277 volunteers):

- 1. Signature Event. For example, every spring, volunteers could be recognized at an event in celebration of 'National Volunteer Week'.
 - a. Banquet, luncheon, dinner, reception, or picnic with entertainment provided by the SWHS or ARTS music ensemble.

The type of event would determine the cost; for example:

- a. Type of meal. The Nutrition Center has provided estimates depending on the format of the event. Breakfast = \$8.50; Lunch = \$9.00; Dinner = \$10.00; Finger Food = \$7.00
- b. Event venue. City facility vs. Local venue
- c. Number of attendees
 - 1. volunteer only
 - 2. spouse/significant other
 - 3. children & family members
- 2. Memorabilia w/City Logo.
 - a. T-shirt, coffee mug, pin, etc.
- 3. Years of Service. It is important to determine the level of recognition based on the scope of work provided and the amount of hours donated to the city.
 - a. 1 year of service city pin
 - b. 5 years of service special gift with city logo
 - c. 10 years of service presented with trophy at recognition event

- d. 15 years of service lunch with mayor or councilmember
- e. 20 years of service permanent recognition on prominent walkway (or wall) of Fame (see #4 below)
- f. End of Assignment or Resignation a certificate, proclamation, plaque or key to the city
- 4. National City Walk (or Wall) of Fame. A Walk (or Wall) of Fame could recognize and honor residents whose extraordinary contributions garner community pride. Each recipient could be recognized through a plaque on a designated location in the city. Possible locations include a designated area in Kimball Park, the Martin Luther King, Jr. Community Center or City Hall.
- 5. Board/Commission Members. Being a member of a city board/commission requires work, commitment, participation in community events and help shape city policy. Given the level of responsibility and participation required of being a board/commission member, the City Council may wish to consider additional forms of recognition:
 - a. Business Cards Members of boards/commissions would be authorized to use business cards showing their affiliation with their particular board or commission when used in relation to the duties and functions of the particular board/commission. Pricing for 250 business cards is \$43.74 for each name. It would be the same price for 100.
 - b. Name Tag w/City Logo Approximate cost to issue each member with a city name tag is approximately \$7.00-8.00 each. We currently have 44 board/commission members.
 - c. Formal Recognition at City Council meeting when members leave a board/commission, to include presenting the member with a certificate, proclamation or plaque.

Episodic/Short-term Volunteer Recognition (approximately 389 volunteers):

- 1. Announcements during events thanking the volunteers.
- 2. Thank you cards from the City Council and/or department manager.
- 3. Certificates for a specific program, project, or event.
- Certificate for students, including total community service hours donated and examples of volunteer work performed.

City volunteers contribute time, energy and talent to help achieve the City's vision. Recognizing volunteers is important if we wish to retain their services, keep them energized and motivated, and recruit additional volunteers.

Staff Recommendation

Seeking City Council direction to establish a formal volunteer recognition program for Board Members/Commissioners, Ad-Hoc Advisory Committee Members and Registered Volunteers. Staff will return with a proposed volunteer recognition program and associated costs and budget based on Council discussion and direction.

Staff also recommends recognizing Episodic/Short-term volunteers by the department/division which they served using funds from that department/division.

The following page(s) contain the backup material for Agenda Item: Discussion and direction on the affirmative termination by amortization of non-conforming uses in the Westside Specific Plan area. (City Manager)

CITY OF NATIONAL CITY, CALIFORNIA CITY COUNCIL AGENDA STATEMENT

MEETING DATE: April 19, 2016

AGENDA ITEM NO.

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Request for City Council direction regarding the affirmative termination by amortization of non-conforming uses in the Westside Specific Plan area. (City Manager)

PREPARED BY: Brad Raulston

DEPARTMENT: City Manager

PHONE: 4256 APPROVED BY:_____

EXPLANATION:

After adoption of the amortization ordinance in August 2006, City Council adopted the Westside Specific Plan on March 16, 2010. The specific plan established new zoning for the plan area, resulting in the creation of non-conforming uses that had been established under previous zoning. In 2012, the City Council approved the approach for undertaking the amortization ranking process. The ranking of non-conforming uses commenced in July 2012, and amortization periods were set for two non-conforming uses by the City Council in December 2013. These first two properties complied with the orders to terminate the non-conforming uses and are now in conformance with the land use provisions in the Westside Specific Plan.

In order to continue amortization activities, an updated ranking of non-conforming uses must be performed. The ranking of non-conforming uses will be published to accept comments, after which the amortization ranking will be finalized. The updated ranking will be used for future amortization activities.

FINANCIAL STATEMENT:	APPROVED:	Finance
Not applicable.		

ACCOUNT NO.

ENVIRONMENTAL REVIEW:

No further action is required under the California Environmental Quality Act since the action, as defined by CEQA, is not considered a project that has the potential to result in either a direct or indirect physical change in the environment.

ORDINANCE:	INTRODUCTION:		FINAL ADOPTION:	
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STAFF RECOMMENDATION:

Provide direction to staff to proceed with the ranking update and amortization of non-conforming uses in the Westside Specific Plan area.

BOARD / COMMISSION RECOMMENDATION: RECOMMENDATION:

Not Applicable.

ATTACHMENTS:

- 1. Timeline for Amortization of Non-Conforming Land Uses.
- 2. Background Report.

ATTACHMENT 1

Timeline for Amortization of Non-Conforming Uses Westside Specific Plan area

TENTATIVE DATES

- o MAY 2016 Release list of non-conforming uses.
- JUNE 2016 Circulate draft ranking for review and comment.
- JUNE TO JULY 2016 Continue collecting data, receive input from stakeholders, and update ranking results.
- SEPTEMBER 1, 2016 Date for final data collection/research.
- Q4 2016 Consultation with property owners/tenants regarding land use conformance and amortization ranking.
- Q1 2017 Planning Commission recommendations on the affirmative termination by amortization of certain non-conforming land uses.
- Q1 2017 City Council consideration of Planning Commission recommendations.
- Q1 2017 City Council consideration of resolution ordering the affirmative termination by amortization of certain non-conforming land uses.

ATTACHMENT 2

BACKGROUND REPORT Amortization of Non-Conforming Uses Westside Specific Plan area

After adoption of the Amortization Ordinance in August 2006, the City adopted the Westside Specific Plan in 2010. The Ordinance authorized the City Council to order the termination by amortization of non-conforming land uses. Working in concert with the U.S. Environmental Protection Agency an amortization ranking process was developed through significant review and input from legal counsel, public participants, and interested parties. The amortization ranking process follows the steps outlined in the 2011 EPA report "Partnership for Sustainable Communities" and utilizes the spreadsheet from the report for recording findings for nonconforming uses. The amortization ranking evaluates the following factors:

- Current Assessed Value of Land.
- 2. Current Assessed Value of Improvements.
- 3. Depreciation of Investments in Building Improvements.
- 4. Adaptability of Land and Improvements to Permitted Use.
- 5. Whether Use is Significantly Nonconforming.
- 6. Compatibility with Land Use Patterns and Densities of Surrounding Neighborhood.
- 7. Possible Threat to Public Health, Safety, or Welfare.
- 8. Size of Land Meets Minimum Requirements.
- 9. Building Meets Minimum Requirements.
- 10. Building Type is Usable Under Zoning.
- 11. Building Condition and Usability.
- 12. Minimum Building Setback Requirements.
- 13. Minimum Floor Area Ratio Requirements.
- 14. Minimum Building Height Requirements.
- 15. Minimum Parking Space Requirements.
- 16. Current Business License.
- 17. Proximity to Sensitive Area, such as a School or Park.
- 18. Proximity to Residential Parcels.
- 19. Residential Density.
- 20. Compliance Violations.
- 21. Permits Required by Regulatory Agencies.
- 22. Storage, Handling, Generation, and Disposal of Hazardous Substances or Wastes.
- 23. Air or Liquid Discharges of Hazardous Substances or Wastes.
- 24. Open Storage of Hazardous Substances or Materials.
- 25. Work Conducted within Right-Of-Ways or otherwise off the Property.
- 26. Lack of Security, such as Fencing or other Means of Restricting Access to a Property.

The City's consultant conducts a field survey and performs research with the National City Fire, Police, Code Enforcement, and Public Works Departments, San Diego County, State agencies, and other entities monitoring business activities in the Westside Specific Plan area to compile information on each non-conforming use.

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is not-to-exceed \$75,800 to be and remain a lien prior and superio

CITY OF NATIONAL CITY, CALIFORNIA COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY COUNCIL AGENDA STATEMENT

MEETING DATE: April 19, 2016 AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Chairman to execute a Subordination Agreement allowing a new mortgage that is notto-exceed \$75,800 to be and remain a lien prior and superior to a home purchase assistance loan on a single-unit property located at 3117 East 16th Street in National City.

PREPARED BY: Carlos Aguirre, Community Dev. Mgr.

PHONE: 619-336-4391

DEPARTMENT: Housing, Grants, & Asset

APPROVED BY:

Management

EXPLANATION:

On July 18, 1997, the Community Development Commission of the City of National City ("CDC") made a loan for \$17.580.00 from the HOME Partnerships Program to assist in the purchase of a single-family residence located at 3117 East 16th Street in National City. The loan has an outstanding principal balance of \$17,580.00. Armando and Elizabeth Marquez ("Borrowers") are interested in refinancing the first mortgage loan on the property and have been approved for a new loan from Homeward Residential, Inc. ("Lender").

The Lender is requiring that the Community Development Commission-Housing Authority (CDC-HA) execute the attached subordination agreement allowing the new loan to hold superior position to the CDC-issued loan. The CDC-issued loan will maintain second lien position on the property. The purpose of the refinance is to reduce the interest rate to 3.75% and term of the loan to 15 years from 30 years. There will not be cash proceeds to the Borrowers through the refinance. Staff has satisfactorily reviewed the combined loan-to-value, preliminary title report, new loan terms, and underwriting summary that outline the closing costs of the transaction.

	APPROVED:	Finance
FINANCIAL STATEMENT:	APPROVED:	MIS
N/A		
ACCOUNT NO.		
ENVIRONMENTAL REVIEW:		
N/A		
ORDINANCE: INTRODUCTION: FINAL ADOP	TION:	
STAFF RECOMMENDATION:		
Adopt the resolution.		
BOARD / COMMISSION RECOMMENDATION:		
.N/A		
ATTACUMENTS:		
ATTACHMENTS:		
Attachment No. 1: Subordination Agreement		

Recording requested by:
Escrow/Title No.R-1603-CA-2930778
AND WHEN RECORDED MAIL TO:
SUBORDINATION AGREEMENT
NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.
THIS AGREEMENT, made thisday of,by Armando Marquez and Elizabeth Marquez, owners of the land hereinafter described and hereinafter referred to as "Owner" and The Community Development Commission of the City of National City, present owner and holder of the deed of trust or mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary",
WITNESSETH
THAT WHEREAS, Armando Marquez and Elizabeth Marquez (owners) did execute a deed of trust or mortgage, dated 7/18/1997 to the The Community Development Commission of the City of National City, as trustee
3117 East 16th Street, National City, CA 91950 Legal Description: THE FOLLOWING DESCRIBED REAL PROPERTY IN THE CITY OF NATIONAL CITY COUNTY OF SAN DIEGO, STATE OF CALIFORNIA:
LOT 5 OF CHRISTMAS IN JULY IN THE CITY OF NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 13387, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 20, 1996.
to secure a note in the sum of \$17,580.00 dated 7/18/1997 in favor of The Community Development Commission of the City of National City, which deed of trust or mortgage was recorded as instrument # 1997-0376573, Official Records of San Diego county; and
WHEREAS, Owner has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$75,800.00 dated in favor of Homeward Residential, Inc., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust or mortgage is to be recorded concurrently herewith; And

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust or mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust or mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust or mortgage first above mentioned to the lien or charge of the deed of trust or mortgage in favor of Lender; and WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust or mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust or mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all time a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned.
- (2) That Lender would not make its loan above described without the subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust or mortgage first above mentioned to the lien or charge of the deed of trust or mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust or mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed, deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust or mortgage in favor of Lender above referred to, and (ii)all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust or mortgage first above mentioned in favor of the lien or charge upon said land of the deed of trust or mortgage in favor of Lender above

- referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust or mortgage first above mentioned that said deed of trust or mortgage has by this instrument been subordination to the lien or charge of the deed of trust or mortgage in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND

The Community Development Commi	ission of the City of National City	
BY		
BY(SIGNATURE)		
(PRINT NAME)		
ITS		
ITS(PRINT TITLE)		
State of		
County of		
This instrument was acknowledged be	fore me on (name of acknowledging corporate officer) of (state of incorporation) Corporation.	(date)
title (title	of corporate officer) of	orate officer) as
(name of corporation), acorporation.	(state of incorporation) Corporation	, on behalf of said
WITNESS my hand and official seal.		
Signature of Notary Public		
Printed Name of Notary Public		
My Commission Expires:		(Notary Seal)